



AGREEMENT BETWEEN THE  
CITY OF MONROE  
AND  
COMEAL UNIT I/TPOAM

JUNE 6, 2016 THROUGH DECEMBER 31, 2019

## TABLE OF CONTENTS

AGREEMENT.....	1
ARTICLE I    PURPOSE AND INTENT .....	1
ARTICLE II    RECOGNITION .....	1
ARTICLE III    NON-DISCRIMINATION .....	2
ARTICLE IV    RIGHT TO WORK .....	3
ARTICLE V    MANAGEMENT RIGHTS .....	4
ARTICLE VI    UNION REPRESENTATION .....	4
ARTICLE VII    GRIEVANCE PROCEDURE.....	5
ARTICLE VIII    STRIKES AND LOCKOUTS .....	7
ARTICLE IX    DISCIPLINE AND DISCHARGE.....	8
ARTICLE X    RULES AND REGULATIONS .....	8
ARTICLE XI    HOURS OF WORK AND OVERTIME.....	9
ARTICLE XII    COMPENSATION .....	11
ARTICLE XIII    JOB CLASSIFICATIONS.....	13
ARTICLE XIV    JOB VACANCIES .....	14
ARTICLE XV    SENIORITY .....	15
ARTICLE XVI    LAYOFF AND RECALL .....	16
ARTICLE XVII    HOLIDAYS .....	17
ARTICLE XVIII    VACATION.....	18
ARTICLE XIX    LEAVES OF ABSENCE.....	21
ARTICLE XX    HEALTH, DENTAL, LIFE AND GENERAL LIABILITY BENEFITS .....	26
ARTICLE XXI    RETIREMENT AND RETIREE HEALTH CARE .....	33
ARTICLE XXII    SPECIAL CONFERENCES .....	38
ARTICLE XXIII    EDUCATION REIMBURSEMENT .....	39

ARTICLE XXIV	MISCELLANEOUS .....	40
ARTICLE XXV	SCOPE OF AGREEMENT .....	41
ARTICLE XXVI	DURATION .....	43
APPENDIX A	PAY GRADES AND JOB CLASSIFICATIONS .....	44-45
APPENDIX B	WAGE SCHEDULE .....	46-47
APPENDIX C	JOB QUESTIONNAIRE.....	49-56
APPENDIX D	JOB EVALUATION AND POINT FACTOR PLAN.....	57-67
APPENDIX E	JOB CLASS., POINT FACTOR & PAY GRADE ANALYSIS .....	68-70
APPENDIX F	MEMBERSHIP DUES DEDUCTION AUTHORIZATION.....	71

## AGREEMENT

This Agreement is made and entered into this 6th day of June 2016, by and between the City of Monroe (hereinafter referred to as the "Employer") and COMEA Unit I, Technical, Professional and Office Workers Association of Michigan/TPOAM (hereinafter referred to as the "Union").

### ARTICLE I PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees and the Union.

The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community. To these ends, the Employer and the Union encourage to the fullest degree friendly and cooperative relations between their respective representatives at all levels and among all employees.

### ARTICLE II RECOGNITION

Section 1. Unit Description. Pursuant to and in accordance with all applicable provisions of Act 336 of the Public Acts of 1947, as amended, the Employer hereby recognizes the Union as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment for the term of this Agreement of all regular full-time hourly rated employees in the job classifications referenced in Appendix A of this Agreement, excluding COMEA Unit II members, all supervisors not included in the COMEA Unit I bargaining unit, confidential employees, part-time employees, temporary employees, casual employees, on-call employees, and all other employees of the Employer.

It is recognized by the Union and the Employer that supervisors, temporary, part-time and other non-bargaining unit employees perform the same functions as those performed by bargaining unit employees and, except as provided below, that this Agreement does not restrict any such work by non-bargaining unit employees. The Union further agrees that this Agreement shall not prevent the Employer from eliminating or combining bargaining unit positions.

In consideration of the foregoing, the Employer agrees (a) that it will not layoff, displace, or reduce the normal (non-overtime) hours of work of a regular active full-time bargaining unit employee by the assignment of such person's work to a non-bargaining unit part-time employee; and (b) that it will not subdivide the normal (non-overtime) hours of work of a regular full-time bargaining unit employee by the assignment of such person's work to two (2) or more part-time employees. The Employer further agrees that if it needs to increase the size of its non-bargaining unit part-time work force while bargaining unit employees are on layoff, such newly created non-bargaining unit part-time positions will first be offered to qualified bargaining unit

employees on layoff. A bargaining unit employee's placement in a part-time non-bargaining unit position will not constitute a waiver of the bargaining unit employee's recall rights as provided elsewhere in the Agreement.

## Section 2. Definitions.

(a) Full-Time Employee. A full-time employee is an employee whose employment is for a period of indefinite duration and who is regularly scheduled to work thirty-seven and one-half (37 ½) or more hours per week and 1,950 or more hours per year.

(b) Part-Time Employee. For the purposes of this Article, a part-time employee is an employee whose employment is for a period of indefinite duration and who is "regularly scheduled" to work twenty-two and one-half (22 1/2) hours or less per week (unpaid lunch and break periods, and additional time worked by the part-time employee to cover the temporary absence of other employees of the Employer, including employees in the bargaining unit, shall not be included in the part-time employee's "regularly scheduled" hours of work for purposes of this provision). Part-time employees are excluded from the bargaining unit.

(c) Temporary Employee: A temporary employee is an employee whose employment is for a period of limited duration, without regard to his or her regularly scheduled hours of work. A temporary employee shall not be employed for more than six (6) months in a calendar year, unless the temporary employee is replacing a regular employee who is using accrued sick time or who is on an approved leave of absence. A temporary employee shall not be employed to work more than his normally scheduled workweek of thirty-seven and one-half (37.5) or forty (40) hours per week if other qualified members of the applicable department are qualified and available to work the overtime. A temporary employee is excluded from the bargaining unit.

(d) References to Gender. All references to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.

(e) Non-Bargaining Unit Employee. A non-bargaining unit employee is an employee of the City of Monroe who is excluded from the bargaining unit as described in Section 1 above.

## ARTICLE III NON-DISCRIMINATION

The provisions of this Agreement shall apply to all employees in the bargaining unit without discrimination on the basis of age, sex, marital status, race, color, height, weight, disability, religion, national origin, political affiliation or sexual orientation, except as otherwise provided by state or federal law.

## ARTICLE IV RIGHT TO WORK

Section 1. Each unit employee shall have the right to join, or not to join, the Union as he/she individually prefers.

The parties agree that they will not interfere with the free choice of any employee regarding the decision to join, not join, or to continue or discontinue as a member.

Section 2. During the life of this Agreement, employees may have monthly membership dues deducted from their earnings by signing and submitting to the Employer the Membership Dues Deduction Authorization form attached to this Agreement as Appendix E. Each dues deduction authorization will be limited to deduction of regular monthly basic dues and will remain in effect (1) for a specified time in accordance with law, or (2) until the Employer receives written notification that the employee has cancelled the authorization, or (3) until active employment in a covered classification is terminated. Should this Agreement be terminated for any reason, the dues deduction authorization forms will be automatically cancelled.

Deductions under all properly executed Authorization Forms shall commence effective at the time the application is tendered to the Employer and if received on or before the fifteenth (15th) day of the month preceding the month in which a deduction is to be made, shall be deducted from the first (1st) pay of such month, and biweekly thereafter.

All sums deducted by the Employer shall be remitted to the Union's Financial Officer within thirty (30) calendar days following the payday in which deductions were made, together with a list which identifies current employees for whom Union dues have been deducted, the amount deducted from the pay of each employee and any employees who have terminated their Authorization during the previous month. Employees may terminate such Check-off at any time by serving written notice thereof to the Employer.

Once any funds are remitted to the Union by the Employer, their disposition shall be the sole and exclusive obligation and responsibility of the Union. In cases where a deduction is made that duplicates a payment that an employee already has made to the Union, or where a deduction is not in conformity with the provisions of the Constitution of the Union or applicable state or federal law, refunds to the employee shall be made by the Union to the employee.

The Employer shall not be liable to the Union for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees.

Section 3. The Union shall indemnify, protect and hold harmless the Employer from any and all claims, actions, demands, suits, proceedings, and other forms of liability, including all costs and attorney fees, that shall arise out of or by reason of any action taken or not taken by the Employer for the purpose of complying with the provisions of this Article.

## ARTICLE V MANAGEMENT RIGHTS

The Employer has and will continue to retain, whether exercised or not, the sole right to operate and manage its affairs in all respects and powers or authority which the Employer has not abridged, delegated or modified by the provisions of this Agreement. The rights of the Employer, through its management officials, shall include but not be limited to the right to: determine the organization of each department; determine the purpose of each of its service areas; exercise control and discretion over the organization and efficiency of operations; set standards for services to the public; direct the employees, including the right to assign work and overtime; hire, examine, classify, promote, train, transfer, assign and schedule employees in positions with the Employer; suspend, demote, discharge or take other disciplinary actions against the employees; increase, reduce, change, modify or alter the composition and size of the workforce, including the right to relieve employees; reallocate positions to higher or lower classifications; determine the locations, methods, means and personnel by which operations are to be conducted; establish, modify, combine or abolish job classifications, and change or eliminate existing methods, equipment or facilities.

It is agreed that the foregoing sections are subject to all other provisions of this Agreement which limit or qualify the foregoing, and that the foregoing rights and prerogatives of the Employer shall not be exercised in a manner violative of any other provisions of this Agreement.

## ARTICLE VI UNION REPRESENTATION

Section 1. Officers of the Union shall be allowed a reasonable period of time to investigate and present grievances to the Employer during working hours without loss of time or pay.

Section 2. The Union shall be represented by a Bargaining Committee, to be selected by the Union, for the purpose of conducting contract negotiations with the Employer. The Employer agrees that up to four (4) regular employees in the bargaining unit who participate in such negotiations while on duty shall suffer no loss in pay for such activity.

Section 3. An employee shall not leave his assigned work until he has notified his supervisor that his presence is required in connection with the investigation or presentation of a grievance or contract negotiations with the Employer and has received the supervisor's approval to leave his work for that purpose. Permission to leave work for such purposes shall not be unreasonably withheld. The privilege of leaving work during working hours without loss of time or pay is subject to the understanding that the time will not be abused. Employees shall perform their regularly assigned work at all times, except when necessary to leave their work for the purposes provided herein.

Section 4. The Union may schedule meetings in the Council Chambers or other meeting rooms of the Employer so long as such meetings do not conflict with the conduct of Council meetings or other business of the Employer.

## ARTICLE VII GRIEVANCE PROCEDURE

Section 1. A grievance is a dispute arising under and during the term of this Agreement with respect to an alleged violation of the terms of this Agreement.

Time limits specified in the Grievance Procedure are of the essence. If an employee or the Union does not file or appeal a grievance within the specified time limits, such failure shall constitute acceptance of the action taken by the Employer and the grievance will automatically be disallowed. If the Employer does not respond within the specified time limits, the grievance will be deemed denied and shall automatically move to the next step. The time limits provided in the Grievance Procedure may be extended by a written agreement between the Employer and the Union. Any resolution or forfeiture of a grievance shall be final and binding upon the employee(s) involved, the Union, and the Employer.

Any employee involved in the grievance procedure shall first notify his supervisor before leaving his job or work station. A Union representative shall be present at all stages of the Grievance Procedure once the grievance has been reduced to writing unless specifically excluded in writing by the employee. No grievance may be advanced beyond Step One without the concurrence of the Union President (or designee).

For the purpose of the time limits identified herein, "work days" shall mean Monday through Friday, excluding holidays.

### Section 2. Procedure

#### Step One

Any employee having a grievance shall first take up the matter with his immediate supervisor within three (3) work days of the date the employee and/or the Union becomes aware or reasonably should have become aware of the occurrence giving rise to the grievance. The employee shall have a Union representative present. If the grievance is not settled, it shall be reduced to writing, signed by the employee and a representative of the Union, and submitted to the aggrieved employee's Department Head within ten (10) work days of the date the employee and/or the Union becomes aware or reasonably should have become aware of the occurrence giving rise to the grievance.

#### Step Two

The written grievance will then be discussed between the employee, a Union representative and the Department Head. The Department Head shall be responsible for setting



up a meeting for such discussion within five (5) work days of receipt of the written grievance. Within five (5) work days of the meeting, the Department Head will give his decision in writing to the employee and the Union representative.

### Step Three

In the event the grievance is still not settled, the Union's President (or designee) may request a meeting with the Human Resources Director. This request shall be submitted in writing within five (5) work days of the Department Head's decision. A meeting between the Union President (or designee) and the Human Resources Director will be held within five (5) work days of the Human Resources Director's receipt of the request. The decision of the Human Resources Director shall be issued in writing within five (5) work days thereafter.

### Step Four Arbitration

In the event the answer at Step Three of the Grievance Procedure does not resolve the grievance, the Union may appeal the grievance to arbitration by filing a Demand for Arbitration with the American Arbitration Association no later than ten (10) work days after the Union's President (or designee) receives the Employer's answer at Step Three. Concurrent notification of such appeal shall be provided to the Human Resources Director. Notification to the Human Resources Director shall be subject to the same time limitations set forth for filing with the American Arbitration Association and shall include a copy of the Union's Demand for Arbitration and identification of the grievance, the issue(s) and the provisions of the Agreement involved. If the grievance is not submitted to Arbitration in accordance with the procedure and time limits herein provided, the Step Three disposition of the grievance shall be final.

Selection of the arbitrator and the arbitration hearing shall be governed by the Voluntary Labor Arbitration Rules of the American Arbitration Association in effect at the time the Union's Demand for Arbitration is filed. The arbitrator shall have the authority to issue a subpoena for a witness to attend the arbitration hearing. Grievances shall be arbitrated separately unless otherwise agreed in writing between the Employer and the Union.

The fees and approved expenses of the arbitrator shall be shared equally by the Union and the Employer. Except as hereinafter provided, each party shall be responsible for compensating its own representatives and witnesses. All hearings shall be held in the Employer's conference facilities in the City of Monroe. Employee witnesses, except the grievant and Union President, who are scheduled to work on the day of an arbitration hearing, shall be excused from work with pay only to testify and shall return to work immediately thereafter. The grievant(s) and the Union President shall be excused from work with pay to attend the entire arbitration hearing and shall return to work immediately thereafter.

The arbitrator shall have authority to hear and determine any grievance involving the application or interpretation of the express terms or conditions of this Agreement, provided the grievance has been timely processed through the Grievance Procedure and is properly before him. In fulfilling his duties under this Agreement, the arbitrator shall have authority to apply and

interpret the express terms or conditions of this Agreement but shall not have the authority to add to, subtract from, change, or modify this Agreement or resolve any dispute under any section of this Agreement which is expressly excluded from arbitration, or imply a provision which is not otherwise specifically provided herein. The arbitrator's decision, when made in accordance with his jurisdiction and authority, shall be final and binding upon the Employer, the Union and any employee or employees involved and cannot be changed by any individual.

No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his regular pay rate as set forth in Appendix B, less any unemployment or other money, including any compensation he may have received from any source of employment (not previously approved in writing as supplemental employment by the Employer) during the period in question.

### Section 3.

(a) Any employee who is reinstated after discharge will, within fourteen (14) calendar days, be returned to duty with the Employer at the same rate of pay, or as may be agreed to by the parties, or as may be determined by the arbitrator, pursuant to the grievance procedures herein before set forth.

(b) No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his regular rate, less any unemployment or other compensation the employee may have received during the period for which back pay is sought.

(c) An agreement reached between the Employer and the Union as to the resolution of a grievance or dispute is binding on all employees affected.

(d) Special meetings to discuss and possibly dispose of emergency problems and grievances may be held whenever mutually agreed upon between the Union and the Employer.

Section 4. In any case involving health and safety, the grievance shall be reduced to writing within twenty-four (24) hours and submitted to the Human Resources Director at Step Three. The Human Resources Director shall hold a grievance hearing within two (2) work days of the receipt of the grievance and render a written decision within two (2) work days thereafter. If the Union disagrees with the decision, it may appeal the matter to Step Four within two (2) work days of receipt of the written decision of the Human Resources Director.

## ARTICLE VIII STRIKES AND LOCKOUTS

Section 1. The Employer will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Union.

Section 2. Neither the Union nor any officers, agents or employees will instigate, promote, sponsor, engage in or condone any strike, sympathy strike, slowdown, concerted stoppage of work or any other intentional interruption of the operations of the Employer,

regardless of the reason for so doing. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the Employer.

## ARTICLE IX DISCIPLINE AND DISCHARGE

Section 1. Employees with seniority shall not be disciplined or discharged without just cause.

Section 2. The Union agrees that all employees shall abide by the Employer's rules and regulations. The following actions shall be taken for violations of those rules and regulations designated by the Employer as "minor":

(a) A warning notice will be given to an employee for the first and second violations. For a third violation the employee shall be given a third warning notice and a suspension of three (3) days, without pay, or a suspension of such lesser period as the Employer shall deem appropriate in the circumstances. The employee may, at the Employer's sole and exclusive discretion, be discharged for a fourth violation.

(b) All warning notices shall be signed by the affected employee(s) and shall remain in effect for a period of twenty-four (24) months from the date of the last warning or other disciplinary action.

Section 3. In accordance with the Employer's work rules, no warning notice needs to be given for violations of those rules and regulations designated by the Employer as "major".

Section 4. All disciplinary actions, including warning notices, shall be in writing and copies provided to the employee, the Union President and the Human Resources Director.

Section 5. An employee may request the presence of a Union representative when being questioned by the Employer concerning any matter he reasonably believes may result in discipline. When a Union Representative is requested, the questioning will stop until a Union Representative is present with the employee.

Section 6. When practical in the circumstances, employees should be disciplined in private.

## ARTICLE X RULES AND REGULATIONS

The Union recognizes the right of the Employer to establish rules and regulations, not in conflict with this Agreement, as it may from time to time deem appropriate for the purpose of maintaining order, safety and/or effective operations, and to require compliance therewith by employees.

The Employer shall post its rules and regulations, including all modifications thereto, on employee bulletin boards and provide copies to employees. Employees shall immediately sign

and return to the Employer an acknowledgement of receipt of the rules and regulations, and all modifications thereto.

## ARTICLE XI HOURS OF WORK AND OVERTIME

This article is intended ONLY to define the normal hours of work and provide the basis for the calculation of overtime.

### Section 1. Work Week

(a) Except as otherwise provided below, regular full-time employees covered by this Agreement work thirty-seven and one-half (37½) hours per week in a regular work week of five (5) days.

The normal work day for the following classifications (and such other classifications as the City Manager may approve), shall consist of eight (8) hours in a twenty-four (24) hour period beginning at the regular starting time of an employee's shift; the normal work week shall consist of forty (40) hours.

- Assistant Water Distribution Supervisor/Water Meter Shop
- Building Inspector
- City Electrician/Wastewater
- Collection System Superintendent/Wastewater
- Department Aide/Building
- Maintenance Supervisor/Wastewater
- Operations Crew Supervisor/DPS
- Operations Supervisor/Wastewater
- Operations Supervisor/Water
- Parks Maintenance Supervisor
- Stores & Equipment Coordinator/DPS
- Survey Crew Leader/Engineering
- Water Distribution Supervisor/Water Meter Shop

(b) The first shift shall commence between the hours of 5 a.m. and 9 a.m. The second shift shall commence between the hours of 1 p.m. and 5 p.m.

(c) The Employer retains the right to establish and maintain a second and third shift. Employees within a department may exchange shifts with the approval of their immediate supervisor.

(d) The Employer shall inform the Union of changes in a regular full-time employee's hours of work. Upon the Union's reasonable request the Employer agrees to meet in a special conference to discuss the reasons for such changes.

(e) Notwithstanding the foregoing, the use of flexible work hours are permissible upon mutual agreement of the affected employee(s) and the Department Head provided such hours assist in meeting operational needs and/or requirements, and maintain a high level of service for City residents.

## Section 2. Overtime

(a) Employees who are assigned to work a regular seven and one-half (7 1/2) hour work day and a regular thirty seven and one-half (37 1/2) hour work week of five (5) days shall receive one and one-half (1 1/2) times their base hourly rate for each hour of overtime worked (or computed fraction thereof) in excess of seven and one-half (7 1/2) hours per day or thirty seven and one-half (37 1/2) hours per week.

Employees who are assigned to work a regular eight (8) hour work day and a regular forty (40) hour work week of five (5) days shall receive one and one-half (1 1/2) times his base hourly rate for each hour of overtime worked (or computed fraction thereof) in excess of eight (8) hours per day or forty (40) hours per week.

Employees who work overtime may elect to receive compensatory time off in lieu of overtime pay, or a combination of overtime pay and compensatory time off. Compensatory time off shall be limited to forty (40) hours in a calendar year. Employees shall indicate on their time cards or time sheets when they desire to receive compensatory time off in lieu of overtime pay. Compensatory time shall be calculated in the same manner in which overtime pay is calculated.

Compensatory time off must be used in the six (6) month period in which it has been earned. The first six (6) month period runs from the first pay period that ends in January to the last full pay period in June. The second six (6) month period runs from the first pay period that ends in July to the end of the last full pay period in December. Compensatory time not used by the end of the period in which it is earned will be paid to the employee at the employee's current regular hourly rate. The payout of compensatory time will occur the pay period following the end of the applicable six (6) month period.

Employees will be permitted to use their accrued compensatory time off within a reasonable period of their submitting a request to their Department Head, if such use does not disrupt the operation.

(b) For overtime computation and for the purpose of docking pay, increments of eight (8) minutes will constitute one-fourth (1/4) of an hour. This does not constitute a grace period for the start of a work day.

(c) When overtime is required it shall be offered first to regular full-time employees. Except in emergency circumstances, employees shall be notified by noon on the day overtime is scheduled during their regular work week, and by the end of their fourth day of regularly scheduled work if they will be required to work on their regularly scheduled days off.

(d) Scheduled overtime does not qualify for call-in pay.

(e) If an employee is on approved paid leave, such leave shall be considered as time worked when computing overtime hours.

(f) If an employee is called in for work, he shall receive a minimum of two (2) hours overtime work or pay.

(g) Any employee who abuses the overtime rate provided herein by working overtime hours and then losing regularly scheduled time by coming in late or having a non-excused absence during the same pay period shall be subject to discipline.

(h) Compensation shall not be paid more than once for the same hours under any provisions of this Agreement. Pyramiding of time shall not be permitted.

(i) A regular full-time employee shall be paid one and one-half (1½) times his regular hourly rate for all hours worked on his first regular scheduled day off and two (2) times his regular hourly rate for all hours worked on his second regular scheduled day off. In the event that an employee is called to work on his second scheduled day off after having not worked (because of his refusal to work) his first scheduled day off, he shall receive premium pay at only one and one-half (1½) times his regular hourly rate. (This paragraph (i) does not apply to employees on standby.)

(j) All paid overtime must be authorized by the Department Head.

## ARTICLE XII COMPENSATION

Section 1. Pay Periods. Employees will be paid every other Thursday. One week of wages is withheld to provide the necessary time to prepare the payroll. Payment shall be made by check or, at the employee's election, through direct deposit. The employee shall also be provided an itemized statement of his earnings and all deductions made for any purpose.

Section 2. Base Wages. The classifications and pay grades of positions covered by this Agreement are set forth in Appendix A of this Agreement. The hourly base rates for each classification and pay grade covered under this Agreement are set forth in Appendix B.

Employees shall commence their employment in the bargaining unit at that step of the Wage Schedule determined by the Employer. Each July 1 the employee shall advance to the next successive step until he reaches the maximum step of the Wage Schedule for his classification and pay grade.

### Section 3. Pay Adjustments for Temporary Assignments

(a) If an employee is temporarily assigned to a classification in a higher pay grade for more than one (1) work day, his base pay shall be increased to the rate specified for that step of the new classification which will result in a base wage increase as close as possible to, but not

less than, 5% above the base rate he was last paid in his former position, or the maximum rate of the higher pay grade, whichever is lesser.

(b) If an employee is temporarily assigned to a different classification in the same or a lower pay grade, his base pay shall remain the same.

#### Section 4. Pay Adjustments for Promotions and Transfers

(a) If an employee is promoted to a classification in a higher pay grade, his base pay shall be increased to the rate specified for that step of the new classification which will result in a base wage increase as close as possible to, but not less than, 5% above the base rate he was last paid in his former position, or the maximum rate of the higher pay grade, whichever is lesser.

(b) If an employee is transferred to a classification in the same pay grade, his base pay shall remain the same.

(c) If an employee bids on and is transferred to a position in a lower pay grade, his base pay shall be decreased to the rate specified for that step of the salary schedule in such lower graded classification as provided in Appendix B which corresponds to the step on which he was placed at the time of his transfer, and his base rate reduced accordingly.

Employees who are transferred to a position in a lower pay grade as the result of a layoff or a displacement due to bumping, shall be placed at the step of the salary schedule in such lower graded classification which corresponds with the employee's complete years of service with the City.

Notwithstanding the foregoing, if an employee was placed at time of his initial hire at a step above Step 1, he shall not be placed in such lower graded classification below the step at which he was first placed at time of hire.

Section 5. Lump-Sum Payments. The Employer shall make two (2) lump-sum payments (not added to base salary).

(a) Within thirty (30) days after ratification of this Agreement, the Employer shall make a lump-sum payment (not added to base wage) to each employee in the amount of 0.5% of his or her annualized base wage, less required state and federal taxes.

(b) Within thirty (30) days after January 1, 2017, the Employer shall make a lump-sum payment (not added to base wage) to each employee in the amount of 0.5% of his or her annualized base wage, less required state and federal taxes.

Section 6. Longevity Payments. Employees who are hired on or after July 1, 2008, shall not be eligible for longevity pay.

Regular full-time employees hired prior to July 1, 2008, shall be eligible for longevity pay based upon the number of years of continuous service the employee has worked for the Employer. Eligible regular full-time employees on the Employer's payroll as of December 1 shall be entitled to longevity pay in accordance with the following schedule:

Less than 5 Years	= None
After completion of 5 years	= \$25.00 x years of service
After completion of 10 years	= \$30.00 x years of service
After completion of 20 years	= \$35.00 x years of service

Employees shall not be entitled to any longevity pay if their employment with the Employer terminates for any reason other than retirement or death prior to December 1 of any calendar year. An employee who retires or dies prior to December 1 shall be entitled to prorated longevity benefits if all other requirements are met. Longevity pay is based upon the number of weeks between the preceding December 1 and the employee's date of retirement or death. Time on layoff shall not apply toward longevity.

### ARTICLE XIII JOB CLASSIFICATIONS

A. Attached to this Agreement are the following Appendices:

1. Appendix A. Pay Grade and Job Classification.
2. Appendix B. Wage Schedule.
3. Appendix C. Job Analysis Questionnaire.
4. Appendix D. Job Evaluation and Point Factor Plan.
5. Appendix E. Job Classification, Point Factor, and Pay Grade Analysis.

These Appendices have been agreed to by the Employer and the Union for purposes of evaluating and classifying jobs under the Employer's Compensation and Classification System. The Employer and the Union agree upon and accept these documents as the basis for payment of salaries as provided herein. The Employer will maintain job descriptions for all jobs covered by this Agreement, which shall be subject to periodic review and revision as the Employer deems appropriate. Job descriptions will be made available to the Union President or interested employees upon their reasonable request.

B. In the event the Employer creates a new job classification or revises an existing job description in the bargaining unit, the Employer shall notify the Union of the new or revised job classification or job description and its pay grade prior to posting. The Employer shall also provide the Union with a copy of the new job classification and/or description. If requested within ten (10) calendar days after such notification, the Human Resources Director and the Department Head shall meet with the Union's President and Vice President to discuss the pay grade of the new or revised job classification and/or description. If, following such discussion, there is a dispute as to the pay grade for the new or revised job classification and/or description, such dispute shall be an appropriate matter for a grievance initiated at Step Two of the grievance procedure. If a grievance is subsequently referred to an arbitrator, he/she shall use as the basis



for her/his decision the factors and information referenced in Appendices A through E of this Agreement.

#### ARTICLE XIV JOB VACANCIES

The Employer shall determine if a vacant position is to be filled. Positions to be filled by the Employer shall be posted and opened for bid by regular full-time bargaining unit employees for a period of five (5) work days. Such posting shall ordinarily occur within 60 calendar days of the vacancy, except as otherwise agreed between the Union and the Employer. Positions not filled within such time shall be regarded as having been eliminated. The posting shall contain the position's title, pay grade, and required qualifications. The Union President will be provided a copy of the job posting. To be considered, the bid must be submitted to the Human Resources Department within the time period specified in the posting.

The evaluation of eligible regular full-time employees for job vacancies shall be conducted through the Human Resources Department utilizing the same criteria as the Employer may apply to non-bargaining unit applicants (including those applicants not presently employed by the City). Such criteria shall include the following: education, training, experience, aptitude, seniority, and other criteria that may be required to meet the minimum qualifications as outlined in the applicable job descriptions.

If the Employer modifies the minimum requirements for a position vacancy after the posting provided above, the position vacancy shall be reposted for a period of five (5) work days to permit interested members of the bargaining unit to be considered for the position.

Employees who meet the minimum requirements as determined by the Human Resources Department shall be given a written test for the position. The regular full-time employee with the highest seniority who passes the test and has met the minimum requirements as outlined in the job description shall be awarded the position.

The regular full-time employee who is chosen to fill the vacancy by the Employer will be offered the position in writing. Within three (3) work days of the job offer, the chosen employee must accept or decline the position in writing. The employee shall be placed in the position within thirty (30) days. Those employees who bid for but were not chosen for a posted position will have their names remain on a bid list for a period not to exceed six (6) months.

Except as hereinafter provided, an employee who is awarded a regular position vacancy shall have a trial period of ninety (90) calendar days. The trial period may be extended by mutual written agreement between the Union and the Employer. The Employer may disqualify an employee prior to the completion of the ninety (90) calendar day period (or such extended trial period as may be agreed to between the Union and the Employer), where it is clear the employee lacks the ability to do the job. An employee who is disqualified shall be returned to his former position and rate of pay. The employee may also elect to return to his former position and rate of pay during the trial period.

## ARTICLE XV

### SENIORITY

#### Section 1. Probationary Employees

(a) All employees shall serve a six (6) month "initial hire" probationary period, uninterrupted by any type of service break, during which time they will be termed "probationary employees." Upon completion of probation or if no other non-probationary employee of this unit bids on the job, employees become eligible for promotion as outlined in Article XIV, Job Vacancies.

(b) Probationary employees may be laid off, discharged or otherwise terminated at the sole discretion of the Employer. Neither the employee so terminated nor the Union shall have recourse to the Grievance Procedure over such termination.

#### Section 2. Seniority

(a) After an employee has successfully completed his probationary period of employment, his seniority shall date back to his last date of hire with the Employer.

(b) Employees who are promoted from a position in the bargaining unit to a supervisory position or other positions not in the bargaining unit shall, if returned to the bargaining unit within six (6) months of the date of their promotion, retain their seniority in the bargaining unit. Employees who do not return to the bargaining unit within six (6) months of the date of their promotion shall be removed from the seniority list. The above provision regarding the retention of seniority shall be applicable for one (1) promotion in a one (1) year period. This time period may be extended by mutual agreement of both parties.

(c) An employee shall lose all seniority rights in the event he:

1. Quits.
2. Retires.
3. Is discharged for just cause.
4. Is absent from work for three (3) consecutive work days without justifiable reason and/or prior notification to the Employer.
5. Has obtained a leave of absence under false pretenses, or fails to return to work upon the expiration of a leave of absence without procuring extension thereof.
6. Overstays a leave of absence or vacation, unless prior to the expiration of such leave or vacation a request for extension is made by the employee and approved by the Employer.

7. Has been on layoff for a period equal to the employee's seniority at the time of layoff or three (3) years, whichever is lesser.
8. Is on medical or disability leave for more than one (1) year. (If an employee goes on a leave of absence for reasons related to the initial medical or disability leave within ninety (90) days after his return from a previous leave of absence, he shall be deemed to be continuing the original leave of absence.)

## ARTICLE XVI LAYOFF AND RECALL

### Section 1. Layoff

(a) When it becomes necessary to reduce the size of the work force and layoff employees within the bargaining unit, the Employer will provide the Union with not less than fourteen (14) calendar days advance notice.

### Section 2. Employees shall be laid off in the following order:

(a) Temporary, seasonal and part-time employees within the affected department and classification shall be laid off first, in any order, provided the remaining probationary and seniority employees in the affected department and classification are qualified and able to perform the available work.

(b) Probationary employees within the affected department and classification shall be laid off next, in any order, provided the remaining seniority employees in the affected department and classification are qualified and able to perform the available work.

(c) Regular full-time seniority employees within the affected department and classification shall be laid off next, in order of seniority (least senior first), or, alternatively, may elect to exercise their seniority to displace a less senior employee in the same or a lower pay grade who holds a position for which the more senior regular full-time employee possesses the required knowledge, skills, abilities and minimum qualifications required under the applicable job descriptions and is fully capable of performing with a minimum orientation period of fifteen (15) days.

### Section 2. Recall.

Regular full-time seniority employees will be recalled to available full-time bargaining unit position vacancies in order of seniority, most senior first, provided they have the required knowledge, skills, abilities and minimum qualifications under the applicable job descriptions and are fully capable of performing the job to be filled with a minimum orientation period of fifteen (15) days. The employee will be notified of his recall by certified mail and must report his intentions to return within three (3) work days of receipt of the Employer's notice of recall. A regular full-time seniority employee who is recalled and declines a regular full-time position or

otherwise fails to return to work when recalled from layoff shall forfeit his seniority and all other employment rights.

## ARTICLE XVII HOLIDAYS

The Employer shall observe the following holidays:

- New Year's Day (January 1)
- Martin Luther King Day (Third Monday in January)
- President's Birthday (Third Monday in February)
- Good Friday
- Memorial Day (Last Monday in May)
- Independence Day (July 4)
- Labor Day (First Monday in September)
- Veteran's Day (November 11)
- Thanksgiving Day (Fourth Thursday in November)
- Mayor's Day (Day following Thanksgiving)
- Christmas Eve Day (December 24)
- Christmas Day (December 25)
- New Year's Eve Day (December 31)

When a holiday occurs on a Saturday or Sunday, the preceding Friday or the following Monday will be observed as the holiday as determined by the Employer.

Regular full-time seniority employees who meet all of the eligibility requirements set forth below shall be paid seven and one-half (7 1/2) hours pay, at their current regular straight-time hourly rate (i.e. excluding all other premiums, if any) for the holiday. Effective January 1, 2012, employees who are assigned a forty (40) hour work week shall be paid eight (8) hour pay, at their current regular straight-time hourly rate for the holiday.

(a) The regular full-time seniority employee must have completed probation and acquired seniority status as of the day the holiday is observed by the Employer.

(b) The regular full-time seniority employee must have worked the last scheduled work day before and the next scheduled work day after the day of observance of the holiday, unless he presents an excuse for his failure to do so which is acceptable to his Department Head. Documentation may be required.

A regular full-time employee who has been on layoff more than ten (10) days or who is on leave of absence at the time such a holiday occurs, will not be paid for holidays occurring during such layoff or leaves. A regular full-time employee shall not be entitled to both holiday pay and sick pay or other paid time off for the same holiday not worked.

If a regular full-time seniority employee works on a holiday, he shall receive one and one-half (1½) times his hourly rate for all hours worked, in addition to his regular pay for the holiday.

## ARTICLE XVIII VACATION

Section 1. All regular full-time employees hired on or before June 30, 2008, and assigned to a normal seven and one-half (7 ½) hour workday and thirty-seven and one-half (37 ½) work week, shall earn vacation hours with pay (at their base hourly rate), in accordance with the following schedule. Paid vacation time shall be earned on an annual basis based upon service rendered the preceding year. Employees may not use paid vacation time until they have completed one (1) year of service. Employees who are on the payroll less than ten (10) days in a month shall not accrue earned vacation for that month and shall have their annual vacation entitlement prorated accordingly.

On the anniversary of their date of hire, employees hired on or before June 30, 2008, are permitted to carry over up to two (2) years of unused vacation hours. Any unused vacation time in excess of this amount shall be forfeited.

<u>Years of Full-Time Completed Service</u> <sup>1</sup>	<u>Maximum Vacation Hours Earned Annually</u>	<u>Maximum (2 yr.) Carry Over</u>
1-5 years	75.00	150.0
6	82.50	165.0
7	90.00	180.0
8	97.50	195.0
9	105.00	210.0
10	112.50	225.0
11	120.00	240.0
12	127.50	255.0
13	135.00	270.0
14	142.50	285.0
15	150.00	300.0
16	153.75	307.5
17	157.50	315.0
18	161.25	322.5
19	165.00	330.0
20	168.75	337.5
21	172.50	345.0

<sup>1</sup> Determined on an employee's anniversary date of hire.

22	176.25	352.5
23	180.00	360.0
24	183.75	367.5
25	187.50	375.0
26	187.50	375.0
27	195.00	390.0
28	195.00	390.0
29 Maximum	202.50	405.0

Section 2. Except as otherwise provided in Appendix C, All regular full-time employees hired on or after July 1, 2008, and assigned to a normal seven and one-half (7 ½) hour workday and thirty-seven and one-half (37 ½) work week, shall earn vacation hours with pay (at their base hourly rate) in accordance with the following schedule. Paid vacation time shall be earned on an annual basis based upon service rendered the preceding year. Employees may not use paid vacation time until they have completed one (1) year of service. Employees who are on the payroll less than ten (10) days in a month shall not accrue earned vacation for that month and shall have their annual vacation entitlement prorated accordingly. All vacation must be used within six (6) months following the year in which it is earned in the year in which it is earned. Any vacation time not used within said period unused vacation time shall be forfeited. Exceptions may be approved by the Employer.

<u>Years of Full-Time Completed Service<sup>2</sup></u>	<u>Vacation Hours Earned Monthly</u>	<u>Maximum Vacation Hours Earned Annually</u>
• 1-7	6.25	75.0 hours
• 8-15	9.38	112.5 hours
• 16+	12.50	150.0 hours

Section 3. All regular full-time employees hired on or before June 30, 2008, and assigned to a normal eight (8) hour workday and forty (40) work week, shall earn vacation hours with pay (at their base hourly rate), in accordance with the following schedule. Paid vacation time shall be earned on an annual basis based upon service rendered the preceding year. Employees may not use paid vacation time until they have completed one (1) year of service. Employees who are on the payroll less than ten (10) days in a month shall not accrue earned vacation for that month and shall have their annual vacation entitlement prorated accordingly.

On the anniversary of their date of hire, employees hired on or before June 30, 2008, are permitted to carry over up to two (2) years of unused vacation hours. Any unused vacation time in excess of this amount shall be forfeited.

<u>Years of Service Completed</u>	<u>Vacation Hours Earned Annually</u>	<u>Maximum (2 yr.) Carry Over</u>
1-5 years	80.0	160.0
6	88.0	176.0
7	96.0	192.0
8	104.0	208.0
9	112.0	224.0
10	120.0	240.0
11	128.0	256.0
12	136.0	272.0
13	144.0	288.0
14	152.0	304.0
15	160.0	320.0
16	164.0	328.0
17	168.0	336.0
18	172.0	344.0
19	176.0	352.0
20	180.0	360.0
21	184.0	368.0
22	188.0	376.0
23	192.0	384.0
24	196.0	392.0
25	200.0	400.0
26	204.0	408.0
27	208.0	416.0
28	212.0	424.0
29	216.0	432.0

Section 4. All regular full-time employees hired on or after July 1, 2008, and assigned to a normal eight (8) hour work day and forty (40) hour work week, shall earn vacation hours with pay (at their base hourly rate) in accordance with the following schedule. Paid vacation time shall be earned on an annual basis based upon service rendered the preceding year. Employees may not use paid vacation time until they have completed one (1) year of service. Employees who are on the payroll less than ten (10) days in a month shall not accrue earned vacation for that month and shall have their annual vacation entitlement prorated accordingly. All vacation must be used within six (6) months following the year in which it is earned. Any vacation time not used within said period shall be forfeited. Exceptions may be approved by the Employer.

- 1-7 years of completed service<sup>1</sup>: 80 hours
- 8-15 years of completed service<sup>1</sup>: 120 hours
- 16+ years of completed service<sup>1</sup>: 160 hours

Section 5. Vacation schedules will be worked out as far in advance as possible. To accomplish this and to consider the wishes of senior employees, on or before January 1 of each year the Employer shall determine available vacation periods. Between December 1 and December 31 of each year, employees shall submit their vacation requests by placing them on a calendar provided by the Employer. Seniority shall be the main consideration in considering preference for vacation requests within the Department. Senior employees who fail to submit vacation requests before January 1st will then be allowed leave only when, in the judgment of the supervisor, there is sufficient staffing to ensure an appropriate level of service. The Department Head shall respond in writing to all leave requests within three (3) work days. Requests not returned to the employee within three (3) work days will be considered granted.

Section 6. When an employee terminates his employment, is discharged, retires or dies prior to his anniversary date, the employee (or his estate) shall be paid for all unused accrued vacation hours at his current rate of pay. The current year's accrual shall be prorated. Such prorated amount shall be determined by dividing the number of weeks worked by the employee since his last anniversary date by fifty-two (52) and multiplying that result by the number of vacation hours that would otherwise have been earned by the employee for that year.

Effective January 1, 2017, when an employee terminates his employment, is discharged, retires or dies prior to his anniversary date, the employee (or his estate) shall be paid for all unused accrued vacation hours, up to the maximum two year carryover amount, at his current rate of pay. Any vacation hours in excess of the maximum two year carryover amount shall be forfeited. The current year's accrual shall be prorated. Such prorated amount shall be determined by dividing the number of weeks worked by the employee since his last anniversary date by fifty-two (52) and multiplying that result by the number of vacation hours that would otherwise have been earned by the employee for that year.

## ARTICLE XIX LEAVES OF ABSENCE

### Section 1. Sick Leave.

(a) Regular full-time employees who are assigned to work a thirty-seven and one-half work week are entitled to seven and one-half (7.5) hours of paid sick leave per month after one month of employment. The maximum sick leave accrual each eligible employee will be allowed

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<sup>1</sup> Determined on an employee's anniversary date of hire.



to carry over from one calendar year to the next shall be 750 hours. Any time in excess of this amount shall be forfeited.

Effective January 1, 2012, regular full-time employees who are assigned to work a forty (40) hour work week are entitled to eight (8) hours of paid sick leave per month after one month employment. The maximum sick leave accrual each eligible employee will be allowed to carry over from one calendar year to the next shall be eight hundred (800) hours. Any sick leave hours in excess of this amount shall be forfeited.

In order to be eligible for sick leave credit, an employee must be on the payroll for at least ten (10) work days during the month for which it is earned. All paid leave days, except sick leave days, shall be considered as days worked for accumulation of sick leave credits.

(b) As used in this Section, the term "sick leave" refers to the absence of the employee due to sickness or non-occupational illness or injury to such an extent that he is unable to perform his scheduled work or that it would be unsafe or unwise for him to expose others to his condition. In addition, an employee's personal illness or injury the term "sick leave" shall also refer to the absence of an employee that is necessitated by the illness or injury of a member of the employee's immediate family. Immediate family member is defined as the employee's child, stepchild, spouse, domestic partner, parent, or stepparent.

A regular full-time employee shall be allowed one (1) day's regular pay for each work day off due to legitimate illness or injury until the employee's sick leave credits are exhausted. A certificate from a doctor or physician may be required as evidence of illness or disability, or ability to return to work, if the employee's period of absence exceeds three (3) working days or at any other time the Employer has reason to believe the employee has abused sick leave privileges.

(c) If the regular full-time employee so elects, after all accrued sick leave is used, vacation leave may be used upon approval of the Department Head.

(d) Each employee is required to notify his supervisor or his designee no later than fifteen (15) minutes prior to the start of the shift if he will be absent or tardy, except for extreme cases of emergency and under circumstances beyond his control.

(e) A regular full-time employee who has exhausted his accrued sick leave benefits but is unable to return to work due to a continuing illness or injury will be eligible for up to twenty-six (26) weeks indemnity pay. Indemnity pay will be calculated at forty-percent (40%) of the employee's base pay with a minimum of One Hundred Fifty Dollars (\$150.00) per week. In order to be eligible for this benefit, the individual must be a regular full-time employee with one (1) year of service. Indemnity pay shall not apply for absence due to any condition which is self-induced or the result of the employee's own willful misconduct.

(f) In January of each calendar year, regular full-time employees shall receive a sick bonus payment for one-half ( $\frac{1}{2}$ ) of the unused portion of sick leave earned the preceding calendar year. The remaining one-half shall be credited to the employee's sick leave bank. The sick leave bonus payment shall be determined by using the employee's rate of pay as of

December 31. In no event shall the amount of the bonus be for more than forty-five (45) hours pay. Effective January 1, 2012, the bonus shall be no more than forty-eight (48) hours for those employees who are assigned to work a forty (40) hour work week. In order to be eligible for this payment, the individual must be a regular full-time regular employee with a minimum of six (6) months of service as of December 31. When an employee terminates his employment, is discharged, retires or dies, the employee (or his estate) shall be entitled to a pro-rated sick leave bonus for all unused days during his last calendar year of employment up to the date of termination. Such payment shall be made payable to the employee or his estate at the employee's current rate of pay at the time of termination, discharge, retirement, or death.

Section 2. Duty Disability Leave. A duty disability leave shall be available to regular full-time seniority employees only. The terms and conditions governing such leaves shall be as follows.

A "duty disability leave" shall mean a leave required as a result of the regular full-time seniority employee incurring an illness or injury while in the employ of the Employer that is compensable under the Michigan Workers' Disability Compensation Act ("MWDC").

Payments to employees during such leaves shall be governed by the regulations of the MWDC. In addition, if the employee has sufficient accrued sick leave, he will be paid bi-weekly the difference between the payment received under the MWDC and his normal bi-weekly pay (exclusive of shift differential and other work premium). Such supplemental payment shall be deducted from the employee's accrued sick leave account and shall in no case exceed the employee's accrued sick leave benefits. The deduction from the employee's accrued sick leave account will be rounded to full 15 minute increments and will be deducted first from any sick leave earned by the employee in the current year. Any sick leave used by the employee for the purpose of receiving a supplemental payment shall be subtracted from an employee's annual sick leave bank, thereby reducing an employee's sick leave bonus payment as referenced in Article XIX, Leaves of Absence, Section 1 (f). Sick Leave.

All regular full-time seniority employees who are unable to work as a result of an illness or injury sustained in the course of employment with the Employer shall continue to receive their regular pay (exclusive of shift differential or work premium) for the working days falling within the first seven (7) calendar days of disability. (Note: After fourteen (14) days continuous absence, MWDC will reimburse the employee at the standard workers' compensation rate for the first week's absence previously paid by the Employer. The employee shall immediately reimburse the Employer upon receipt of such payment. The employee's sick leave account shall be reimbursed commensurate with the amount of the reimbursement.

In order to be eligible for duty disability leave, an employee shall immediately report any illness or injury to his immediate supervisor and take such first-aid treatment as may be recommended, or waive such first-aid in writing.

Regular full-time seniority employees on duty disability leave shall accrue all fringe benefits in the same manner as other employees for the first twelve (12) months on duty disability leave. Benefits will not be accrued or continued after the first twelve (12) months. Employees may elect to continue insurance coverage at their own expense on an individual basis

after twelve (12) months, subject to the provisions of the respective insurance contracts and, if applicable, COBRA. The Human Resources Department will establish the policy for the collection of employee payments.

A regular full-time seniority employee who is continuing to work and being treated for a duty disability injury may be treated for such injury during regular working hours and will be compensated at his regular rate of pay. He shall report promptly to work once the appointment is completed.

If the Employer offers "favored work" to an individual on duty disability which the employee is capable of performing, the employee shall report as directed or forfeit all supplemental compensation and sick leave benefits provided by the Employer under this Section and such other benefits as may be terminated in accordance with the provisions of the MWDCA .

Section 3. Emergency Leave. Upon approval of the employee's Department Head or designee, regular full-time seniority employees whose spouse, child, parent, grandchild, grandparent, sibling or parent-in-law is transported to a hospital with a condition classified as "critical" or "serious," may be granted a leave of absence with pay to attend to the medical emergency. The maximum duration of such leave will be twenty-two and one-half (22.5) hours. Effective January 1, 2012, the maximum duration will be twenty-four (24) hours for those employees who are assigned to work a forty (40) hour week.

Section 4. Family and Medical Leave. The Employer agrees that it shall maintain a policy providing for employee family and medical leaves under the federal Family and Medical Leave Act (FMLA). Employees shall be governed by the provisions of that policy; however, to the extent the Employer's policy provides less benefits than those provided by the FMLA, the provisions of the FMLA shall control.

Section 5. Personal Leave. Regular full-time seniority employees hired on or before June 30, 2008, are eligible for twenty-two and one-half (22.5) hours of personal leave per calendar year. Effective January 1, 2012, employees hired on or before June 30, 2008 and who are assigned to work a forty (40) hour work week are eligible for twenty-four (24) hours of personal leave per calendar year. Regular full-time seniority employees hired on or after July 1, 2008 shall be eligible for fifteen (15) hours of personal leave per calendar year. Effective January 1, 2012, employees hired on or after July 1, 2008 and who are assigned to work a forty (40) hour work week are eligible for sixteen (16) hours of personal leave per calendar year.

Personal leave hours are credited every January 1 and are non-cumulative. Employees who have commenced their employment after January 1 shall receive prorated personal leave time during the first calendar year of eligibility.

These hours are intended to be used for personal business during the normal work day.

Personal leave shall be granted upon an employee's request, provided the employee gives his supervisor at least twenty-four (24) hours advance notice, when possible. When there are an excessive number of requests for the same day, the department head may require the least senior

employee(s), whose time off was not previously approved, to make an alternate selection to minimize interference with the Employer's operations.

Section 6. Other Leaves of Absence. In addition to those leaves of absence provided above, an employee may request an additional unpaid leave of absence for a maximum period of thirty (30) days. Such leave may be extended for successive periods of up to thirty (30) days, not to exceed a maximum of ninety (90) consecutive days. Requests for leave shall be submitted to the Department Head and the Human Resources Director. All leave requests, including extensions, shall require advance written approval of the Department Head. Employees on an approved leave shall not work for others. Violation of these conditions shall result in the employee's termination and loss of all seniority rights.

Any unpaid leave of absence taken shall not be considered as time worked for purposes of earning vacation, sick leave, holiday pay or longevity.

Section 7. Military Leave. Employees who enter the armed forces of the United States while employed by the Employer shall be given all benefits accorded them by applicable state and federal law.

Section 8. Bereavement Leave. A regular full-time seniority employee may be granted a bereavement leave of absence, with pay, for a death in the immediate family.

Except as otherwise provided in Appendix C, the maximum duration of such bereavement leave shall be five (5) days for the death of the employee's spouse, child, or stepchild; twenty-two and one-half three (3) days for the death of the employee's brother, sister, parent, stepparent, father-in-law, mother-in-law, grandparent or grandchild; and one (1) day for the death of the spouse's grandparent or brother-in-law or sister-in-law.

Should a death in his immediate family occur while an employee is on a scheduled vacation leave, he shall be eligible to receive these benefits provided he notifies the Employer prior to the date of the funeral.

Section 9. Jury Duty. An employee who is summoned for jury duty will be paid the straight-time hourly wage he would otherwise have earned, exclusive of premium, while serving on jury duty. Jury duty fees received by the employee shall be turned over to the Employer, excluding mileage.

Section 10. Court Leave. An employee subpoenaed as a witness to testify in connection with any matters arising out of his employment shall be granted time off for such testimony without loss of pay or benefits. Any witness fees received by the employee resulting from this leave shall be turned over to the Employer, excluding mileage.

ARTICLE XX  
HEALTH, DENTAL, LIFE, LTD AND GENERAL LIABILITY BENEFITS

Section 1. Health Care. Regular full-time employees shall be entitled to health care coverage commencing on their 91<sup>st</sup> day of continuous employment.

1.1. Available Plans. The plans available to employees under this Agreement are described below and vary depending on an employee's date of hire.

A. Employees Hired Prior to September 26, 2011. Each regular full-time employee hired prior to September 26, 2011, who desires health care benefits through the Employer shall have his choice of coverage under one of the following plans:

- (1) A Blue Cross/Blue Shield of Michigan Community Blue (90/10) PP0 Plan (See Appendix E-1), and Rx generic mandate \$10 co-pay, brand name \$60 co-pay; and mandatory purchase of all maintenance drugs through mail order with Rx generic mandate \$20 co-pay and brand name \$120 co-pay. Employees may select coverage for employee, employee and spouse, employee and child(ren), or family.<sup>1</sup>  
Employees covered under this Plan
- (2) shall be required to pay the difference between the total illustrated premium cost of such coverage and the maximum amount the Employer is permitted to pay under Section 3 of the Publicly Funded Health Insurance Contribution Act, Act No. 152 of the Michigan Public Acts of 2011 (see Section (4) below for the manner in which the employee's payment is determined.)
- (3) A Blue Cross/Blue Shield of Michigan Community Blue (80/20) PP0 Plan, (See Appendix E-2) and Rx generic mandate \$10 co-pay, brand name \$60 co-pay; and mandatory purchase of all maintenance drugs through mail order with Rx generic mandate \$20 co-pay, and brand name \$120 co-pay. Employees may select coverage for employee, employee and spouse, employee and child(ren), or family.<sup>1</sup>  
Employees covered under this Plan shall be required to pay the difference between the total illustrated premium cost of such coverage and the maximum annual amount the Employer is permitted to pay under Section 3 of the Publicly Funded Health Insurance Contribution Act, Act No. 152 of the Michigan Public Acts of 2011 (see Section (4) below for the manner in which the employee's payment is determined.)
- (4) A Blue Cross/Blue Shield of Michigan Flexible Blue PP0 High Deductible Health Care Plan with a Health Savings Account and Rx generic mandate \$10 co-pay and brand name \$60 co-pay after the annual deductible has been met; and mandatory purchase of all maintenance drugs through mail order Rx generic mandate \$20 co-pay

and brand name \$120 co-pay after the annual deductible has been met. This Plan shall include a \$2,000 individual and a \$4,000 family in-network deductible and a \$4,000 individual, \$8,000 family out-of-network deductible. (See Appendix E-3)

Except as above provided, after payment of the applicable in-network deductible in each calendar year, the Plan shall cover 100% of all eligible in-network expenses for the balance of that calendar year. Except as above provided, after payment of the applicable out-of-network deductible in each calendar year, the Plan shall cover 80% of all eligible out-of-network expenses for the balance of that calendar year.

The Employer shall pay the illustrated premium cost of the health plan and make a contribution to the employee's HSA in an annual amount of \$350 for those who select employee only coverage, \$800 for employee/spouse or employee/child(ren) coverage, and \$1,000 for family coverage,<sup>2</sup> or the maximum annual amount permissible under Section 3 of the Publicly Funded Health Insurance Contribution Act, Act. No. 152 of the Michigan Public Acts of 2011. (See Section (4) below for the manner in which the employee's payment is determined.)

Employees may make contributions to their Health Savings Accounts on a bi-weekly basis, through automatic payroll withholding, in accordance with the provisions of the Internal Revenue Code and the related regulations, and the Employer's administrative procedures.

Notwithstanding the foregoing, employees commencing their employment with the Employer after January 1 of any calendar year shall receive prorated contributions to their Health Savings Account in their first calendar year of employment. Such proration shall be based upon the number of days between the employee's date of hire and December 31 of the first calendar year of employment divided by 365.

- (4) Employer Health Care Contributions. The Employer will annually calculate the total cost it is permitted to incur under Section 3 of the Publicly Funded Health Insurance Contribution Act, Act. No. 152 of the Michigan Public Acts of 2011 (the "Act"). The Employer will compare the total cost it is allowed to incur according to the Act to its actual cost if each employee were to select the plan in Section A (3) above. If the actual cost exceeds the allowed cost, the Employer's

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<sup>2</sup> Eligible participants include the employee, the employee's legal spouse, and the employee's unmarried children to age 26 if they meet the requirements as defined and provided for in the respective plan documents.

total cost will be adjusted to comply with the Act by first reducing the employer's contributions to the HSA referenced to in Section A (3) until they are eliminated and then, if necessary, adding an employee payment for the cost of the plan in Section A (3) above until the calculation is brought into compliance with Section 3 of the Act. The employee's payment or the plans in Section 1 and 2 will be adjusted to make the Employer's net cost match the cost for the plan in Section A (3) above.

B. Employees Hired On Or After September 26, 2011. Each regular full-time employee hired on or after September 26, 2011, who desires health care benefits through the Employer shall be provided the Blue Cross/Blue Shield of Michigan Community Blue PP0 (80/20) Plan described in Section 1.1 A (2) above or the Blue Cross/Blue Shield of Michigan Community Blue Flexible Blue PP0 High Deductible Health Care Plan with a Health Savings Account as described in Section 1.1 A (3) above. The terms and conditions applicable to these plans shall be as described in Section 1.1 (A) (2) and (3) above, with the following exceptions:

- 1) those employees choosing the PP0 (80/20) Plan described in Section 1.1 A (2) shall be required to pay 20% of the illustrated premium cost of such Plan or the cost calculated in Section 1.1 A (4), whichever results in the greater employee payment; and
- 2) those employees choosing the Flexible Blue PP0 High Deductible Health Care Plan with a Health Savings Account described in Section 1.1 A (3) shall be required to pay the full amount of the annual deductible and any amount by which the annual premium exceeds the Employer's total cost as calculated in Section 1.1 A (4). (The Employer shall not contribute to the employee's HSA.)

The illustrated premium costs of the foregoing plans are subject to adjustment each calendar year (typically in January of each year). Prior to implementing each such adjustment, the Employer will inform employees of the adjustment and provide an open enrollment period during which time employees will be permitted to change their coverage selections. Eligibility for the medical benefits herein above provided shall be conditioned on the employee authorizing the Employer to deduct the covered employee's portion of the cost of such benefits from compensation due the covered employee.

1.2. Spousal Coverage Limitations. Notwithstanding any other provision of this Agreement to the contrary, if a regular full-time employee's spouse works for an employer, other than the City of Monroe, who provides medical coverage, such spouse shall be required to elect employee only medical coverage through his/her own employer, so long as the spouse's monthly contribution to the premium does not exceed one-third (1/3) of the total premium cost of employee only coverage. In such circumstance, the Employer (i.e. the City of Monroe) shall provide secondary coverage. If the spouse's contribution exceeds one-third (1/3) of the total cost of employee only coverage, the spouse will not be required to participate in his/her employer's plan, in which event the Employer (i.e. the City of Monroe) will provide primary coverage.



To be eligible for health care benefits as provided above, an employee must document all coverage provided to him under his spouse's medical plan and cooperate in the coordination of coverage to limit the Employer's expense.

1.3. Additional Limitations on Coverage. Coverage under the above plans is subject to the terms, conditions, exclusions, limitations, deductibles, illustrated premium co-payments and other provisions of such plans, and all applicable provisions of the Internal Revenue Code and related regulations.

Subject to insurance carrier underwriting requirements and approval, and except as otherwise provided in Article XIX, Leaves of Absence, Section 4, Family and Medical Leave, when on an authorized unpaid leave of absence the employee will be permitted to continue his participation in the Employer's health care plans for the period he or she is not on the active payroll. Employees electing to continue such coverage shall pay the full cost of such continued coverage. The Employer shall establish the policy for the collection of employee payments. Upon return from a leave of absence, an employee's health care coverage shall be reinstated commencing with the employee's return.

Except as otherwise provided in this Agreement, an employee's health care benefits shall terminate at the end of the month in which the employee goes on a leave of absence, terminates, or is laid off. An employee who is on layoff or who terminates may elect to continue the health care coverage herein provided at his own expense as provided under COBRA.

The Employer reserves the right to change the carrier(s), plan(s), and/or the manner in which it provides the above benefits, provided that the benefits are equal to or better than the benefits outlined above. The Employer shall inform the Union of such changes prior to their becoming effective.

## Section 2. Health Care Waiver Incentives.

### A. Total Waiver of Health Care Coverage

Regular full-time employees who have health care benefits provided through a source other than the City of Monroe may waive their rights to health care benefits under this Agreement. An employee who waives, in writing, all rights to any health care benefits provided through the City of Monroe, including health care benefits provided through a spouse employed by the City, will receive a cash payment (not to be added to base salary) of \$1,250 per year, payable in December of each calendar year. Any employee who has waived coverage for a period less than a full calendar year shall receive a prorated amount of such \$1,250 payment.

An employee who has waived coverage as hereinabove provided may have such coverage reinstated, provided he demonstrates that he can no longer receive such benefits from another source.

B. Waiver of Coverage for Employee's Spouse or Spouse and Dependent Children Only. Any regular full-time employee whose spouse and eligible dependent children can secure



health care coverage from a source other than the City of Monroe may waive all coverage for said spouse and and/or dependent children.

An employee who waives all health care coverage for only his spouse, will receive a cash payment of \$750 per year, payable in December of each calendar year. Any employee who has waived coverage under this provision less than a full calendar year shall receive a prorated amount of such \$750 payment.

An employee who has waived all coverage for his spouse and all dependent children, will receive a cash payment of \$1,000 per year, payable in December of each calendar year. Any employee who has waived coverage under this provision less than a full calendar year shall receive a prorated amount of such \$1,000 payment.

An employee who has waived health care benefits coverage under the Employer's plan for his spouse, or spouse and dependent children, may apply to have such benefits reinstated, provided he demonstrates that his spouse, or spouse and dependent children, can no longer receive such benefits from another source.

### Section 3. Dental Care Benefits.

The Employer shall provide regular, full-time seniority employees (and their eligible dependents<sup>3</sup>) the dental care benefits in effect as of the date of this Agreement, subject to such terms, conditions, exclusions, limitations, deductibles, co-payments and other provisions of the plan.

Coverage shall commence on the 91st calendar day of continuous employment. Plan benefits include the following:

<u>Covered Services</u>	<u>Plan Pays</u>	<u>Employee Pays</u>
<u>Class I Benefits</u>		
Diagnostic and Preventive Services (includes exams, cleanings, fluoride, and space maintainers)	100%	0%
Emergency Palliative Treatment (temporarily relieve pain)	100%	0%
Radiographs - X-rays	100%	0%

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<sup>3</sup> Eligible participants include the employee, legal spouse, and unmarried dependent children to the end of the calendar year in which they turn 19. Dependents who are between age 19 and age 25 may continue coverage under the Plan until the end of the year in which they turn 25, if they meet the requirements as defined and provided for in the respective plan documents.

#### Class II Benefits

Oral Surgery Services	50%	50%
Endodontic Services	50%	50%
Periodontic Services	50%	50%
Relines and Repairs	50%	50%
Minor Restorative Services	50%	50%
Major Restorative Services	50%	50%

#### Class III Benefits

Prosthodontic Services	50%	50%
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#### Class IV Benefits

Orthodontic Services (to age 19)	50%	50%
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Maximum Payment - \$800 per person total per benefit year on Class I, Class II and Class III Benefits. Class IV Benefits will not exceed a lifetime maximum of \$1,500 per eligible person.

Subject to insurance carrier underwriting requirements and approval, and except as otherwise provided in Article XIX, Leaves of Absence, Section 4, Family and Medical Leave, when on an authorized unpaid leave of absence the employee will be permitted to continue his participation in the Employer's dental plan for the period he is not on the active payroll. The Employer shall establish the policy for the collection of employee payments.

Employees electing to continue such coverage shall pay the full cost of such continued coverage. Upon return from a leave of absence, an employee's dental care coverage shall be reinstated commencing with the employee's return.

Except as otherwise expressly provided in this Agreement, an employee's dental care benefits shall terminate at the end of the month in which the employee goes on a leave of absence, terminates, retires, or is laid off. An employee who is on layoff or who terminates may elect to continue the dental care coverage herein provided at his own expense as provided under COBRA.

The Employer reserves the right to change the carrier and/or manner in which it provides the above benefits, provided that the benefits are equal to or better than the benefits outlined above. The Employer shall inform the Union of such changes prior to their becoming effective.

Section 4. Term Life and Accidental Death and Dismemberment Benefits. The Employer shall provide each regular, full-time seniority employee term life insurance benefits in an amount equal to the employee's base annual salary, rounded up to the nearest \$1,000.00 to a maximum of \$50,000.00 to each employee. The Employer shall also provide accidental death

and dismemberment benefits in an amount equal to the employee's base annual salary, rounded up to the nearest \$1,000.00 to a maximum of \$50,000.00 to each employee. At age 70 the term life insurance and accidental death and dismemberment benefits as described above shall reduce to 50% of the original amount. Coverage will commence on the employee's 91st calendar day of continuous employment.

An employee's group term life and accidental death and dismemberment coverage shall terminate on the date the employee terminates or retires.

The benefits hereinabove provided shall be subject in all respects to the terms, conditions, exclusions, limitations and other provisions of the group insurance policy between the Employer and its carrier. Subject to applicable policy provisions and insurance carrier approval, benefits may be continued for employees who are disabled due to illness or injury, on temporary layoff, or on an approved paid or unpaid leave of absence. Employees electing to continue such coverage while on temporary layoff or on an unpaid leave of absence shall pay the full cost of such continued coverage. The Employer shall establish the policy for the collection of employee payments. An employee whose group term life and accidental death and dismemberment coverage was discontinued while on a leave of absence or layoff, shall have such coverage reinstated upon return to active duty.

The Employer reserves the right to change the carrier and/or the manner in which it provides the above benefits, provided that the benefits are equal to or better than the benefits outlined above. The Employer shall inform the Union of such changes prior to their becoming effective.

Section 5. Long Term Disability Benefits. The Employer shall provide and maintain group long-term disability benefits for employees commencing on the employee's 90th day of regular employment. Benefits shall begin on the employee's 181st calendar day of disability and shall be in an amount equal to 66 2/3% of the employee's regular monthly earnings, up to a maximum benefit of \$1,200 per month. The terminal date for receiving benefits shall be the date the employee attains age sixty-five (65) or the date the employee becomes eligible for Social Security Disability Benefits, whichever comes first.

To qualify for long-term disability benefits as described above, each employee must individually enroll and make proper application for such benefits at the Human Resources Department.

Changes in benefits amounts shall be effective with the change in each employee's annual base salary.

Except as otherwise provided in this Agreement, an employee's long-term disability benefits plan shall terminate on the date that the employee is terminated, is laid off, the disability benefits plan terminates, or the employee goes on an unpaid leave of absence. Subject to the foregoing provisions, the Employer reserves the right to change its LTD benefits carrier at any time in its own economic interest provided that the benefits are equal to or better than the benefits outlined above.

The benefits hereinabove provided shall be subject in all respects to the terms, conditions, exclusions, limitations and other provisions of the group insurance policy between the Employer and its carrier.

Section 6. General Liability Insurance. The Employer agrees that employees covered by this Agreement shall be covered under the provisions of its General Liability Insurance Plan, subject to the terms, conditions, exclusions, and limitations stated therein, and the Employer's right to amend the plan from time to time.

## ARTICLE XXI RETIREMENT AND RETIREE HEALTH CARE

### Section 1. Retirement Plan.

#### (a) Employees Hired On or Before December 31, 1997

Subject to the terms and conditions herein provided, the Employer agrees to maintain the City of Monroe Employees' Defined Benefit Retirement Plan now in effect for all employees covered by this Agreement who were hired on or before December 31, 1997, and are present participants in the Plan.

Employees in the Defined Benefit Plan shall contribute four percent (4%) of their wages that are included in final average compensation to the Plan.

An employee participating in this Plan will be eligible for retirement upon attaining age 55 or older with 25 or more years of credited service, 60 or older with 10 or more years of credited service or age 65 or older with 5 or more years of credited service.

The monthly benefit formula for employees in this Plan who elect to retire shall be 2.2% percent of the employee's final average compensation multiplied by his years of credited service. Final average compensation shall be the highest three (3) years of the employee's compensation during the last 10 years of his employment. Final average compensation shall include base salary, longevity pay, unused sick leave bonus payments, payoffs for unused vacation benefits, and overtime. Notwithstanding the foregoing, for all service on and after December 31, 2014, the computation of final average compensation shall not include overtime, payoffs for unused vacation benefits in excess of 240 hours, and any other payments not expressly referenced herein.

An employee participating in this Plan will also receive, effective after one (1) year of retirement, a two percent (2%) cost-of-living adjustment, non-compounded. Such COLA adjustment shall be calculated by using the employee's original retirement benefit on each anniversary date of his/her retirement.

An employee participating in this Plan will also have the opportunity to apply for "Early Retirement." Early retirement shall be available when an employee reaches age 50 or older and is vested in the Plan. Upon opting for early retirement the employee will have the option of

receiving a benefit equal to the actuarial equivalent of the accrued normal retirement benefit. The benefit is determined by calculating the accrued straight life benefit payable at age 60 and applying the early commencement factor reflected in the table provided below. The employee may elect to receive this amount as a straight life benefit or as any of the standard optional forms provided under the Plan.

<u>Age as of an Employee's Last Birthday</u>	<u>Factor</u>
60	1.00
59	0.90
58	0.82
57	0.74
56	0.68
55	0.62
54	0.56
53	0.51
52	0.47
51	0.43
50	0.40

Employees who are eligible to elect to retire early may also choose a "Special Option" which pays the formula benefit up to age 62 and a reduced amount the rest their life. The Special Option does not provide any survivor benefits and cannot be elected in conjunction with any other option.

Once the member has made his election and receives a benefit, the election cannot be changed.

(b) Employees Hired On or After January 1, 1998, and on or before September 26, 2011

Subject to the terms and conditions herein provided, all employees covered by this Agreement who were hired on or after January 1, 1998, and on or before September 26, 2011, shall be provided the Hybrid (DB/DC) retirement benefits as provided in the City of Monroe's Ordinance No. 97-007, as amended, and in effect as of the November 21, 2011. The employees in the Hybrid (DB/DC) Plan shall contribute four percent (4%) of their wages that are included in the final average compensation to the Plan. Final average compensation shall include base salary, longevity pay, unused sick leave bonus payments, payoffs for unused vacation benefits, and overtime. Notwithstanding the foregoing, for all service on and after December 31, 2014, the computation of final average compensation shall not include overtime and payoffs for unused vacation benefits in excess of 240 hours, and any other payments not expressly referenced herein.

(c) Employees Hired after September 26, 2011

Subject to the terms and conditions herein provided, all employees covered by this Agreement hired after September 26, 2011, shall be provided the Hybrid (DB/DC) retirement benefits as provided in the City of Monroe's Ordinance No. 97-007, as amended and in effect as of November 21, 2011. The employees in the Hybrid (DB/DC) Plan shall contribute four percent (4%) of wages that are included in final average compensation to the Plan. Final average compensation shall include base salary only.

Section 2. Retiree Health Care.

(a) Employees Hired On or Before June 30, 2008.

(1) General. Subject to the requirements hereinafter provided, regular full-time employees hired on or before June 30, 2008, who sever employment for purposes of immediate retirement on or after December 2, 2008, and, concurrent therewith, commence receiving benefit payments under the City of Monroe Employees' Retirement System referenced in Section 1 (a) above, shall be eligible for health care benefits for himself and his spouse.<sup>4</sup>

Until the retiree and/or his spouse becomes eligible for Medicare, the healthcare benefit plans to be provided under this provision shall be the same as those the Employer provides its active employees, with the exception that the Employer's contribution toward the cost of each of the healthcare plans offered shall be based upon each retiree's credited service at the time of his retirement and the illustrated premium cost of coverage under the Employer's lowest cost health care plan. For each year of credited service<sup>2</sup> (up to a maximum of 25 years credited service), the Employer will pay an amount equal to 4% of illustrated premium cost of coverage under its lowest cost health care plan to provide health care benefits for the retiree and, where applicable, his eligible spouse.<sup>3</sup> The Employer shall then apply such amount toward the cost of the Plan selected by the retiree. Retirees (or, if the retiree is deceased, the retiree's spouse) shall pay the

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<sup>4</sup> "Spouse" means an employee's spouse by legal marriage at the time of the employee's retirement, and provided that the marriage status exists at the time expenses for medical claims under this Agreement are incurred. A retiree who remarries after the effective date of his retirement is not eligible to add a new spouse for healthcare benefits under this Agreement. A spouse who is covered under this Agreement at the time of a retiree's death may continue to participate in the benefits provided under this Agreement. If the spouse of a retiree remarries after the retiree's death, his new spouse is not eligible to receive healthcare benefits under this Agreement.

<sup>2</sup> For purposes of this provision, credited service shall be as defined under the City of Monroe Employees' Defined Benefit Retirement Plan.

<sup>3</sup> For that period preceding eligibility for Medicare, the Employer's contribution, in combination with any state or federal subsidy, on behalf of a retiree (including his spouse) with 25 or more years of service shall not be less than what it would have been required to contribute toward the illustrated premium cost of coverage for the retiree and his eligible spouse, whatever may be applicable, under the Employer's lowest cost health care plan at the time the retiree commenced his retirement. The Employer's minimum contribution on behalf of retirees (including their eligible spouses) with less than 25 years of credited service, shall be determined by multiplying that percentage of premium to which the retiree is entitled based upon his credited service by the illustrated premium cost of coverage for the retiree and his eligible spouse, whatever may be applicable, under the Employer's lowest cost health care plan at the time the retiree commenced his retirement.

remaining portion of all costs, if any, of the plan selected. The retiree's (or, if the retiree is deceased, the retiree's spouse) contributions shall be made through automatic withholding from his monthly pension benefits, if available, or through such other means acceptable to the Employer's Finance Department.

To receive health care benefits under this Agreement, the retiree must timely pay all applicable monthly premiums and, when eligible, enroll and thereafter maintain his participation in Medicare Part B benefits. The retiree and, where applicable, the retiree's spouse, shall be responsible for all associated costs of Medicare Part B enrollment and participation.

When the retiree and his spouse become eligible for Medicare Part B benefits the Employer shall provide the retiree and/or his spouse Blue Cross Supplemental Plan benefits, which Plan shall have the same prescription drug benefits the Employer thereafter provides its active employees.<sup>4</sup> The Employer will pay the same percentage share of the cost of such Blue Cross Supplemental and prescription drug benefits for eligible retirees and spouses as it would have paid for coverage under its lowest cost health care plan prior to the retiree and his spouse becoming entitled to Medicare. Retirees shall pay the remaining portion of such costs, if any, through automatic withholding from their monthly pension benefits, if available, or through such other means acceptable to the Employer's Finance Department.

The Employer hereby reserves the right to change benefits from time to time for the retiree, and his spouse, to reflect the changes in coverage the Employer provides its active employees.

(2) Enrollment for Retiree Benefits. Enrollment for coverage shall be made on forms provided by and filed with the Employer. In connection with his enrollment for coverage, a retiree shall furnish all pertinent information requested by the Employer including, but not limited to, the names, relationships and birth dates of the retiree's. The Employer may rely upon all such forms and information furnished.

(3) Required Reporting. Within thirty (30) days of the retiree or his/her spouse becoming employed and/or receiving health care benefits through another source, the retiree shall provide a signed affidavit to the Employer's Human Resources Department indicating the name, address and telephone number of the employer or other source of coverage and a description of the coverage received. Information with respect to such employment and benefits coverage shall also be provided upon request of the Employer's Human Resources Department. Retiree's (or upon the death of the retiree, the retiree's eligible spouse) who fail to report such employment and/or receipt of health care benefits from another source, or falsify or refuse to

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<sup>4</sup> Retirees and/or their eligible spouses who do not meet the eligibility requirements for Medicare benefits shall continue to receive the health care benefits for which they are otherwise eligible under this Agreement.

provide such information, shall forfeit all health care benefits under this Agreement for himself and his spouse.

(4) Coordination of Benefits. To receive health care benefits under this Agreement, retirees and spouses must cooperate in the coordination of coverage to limit the Employer's expense in accordance with applicable law.

If an expense is paid by the Employer on behalf of a retiree or a retiree's spouse, and such expense subsequently is paid from any other source, in whole or in part, the retiree or spouse shall assist the Employer in recovering an amount equal to the duplicated benefit. In addition, the Employer may reimburse any other health care plan, person or entity that has paid an expense on behalf of a retiree or spouse that is an expense payable under this Agreement. In such event, the Employer shall be relieved of all further responsibility with respect to that expense.

(5) Post Retirement Employment. In the event a retiree obtains employment following his retirement from the Employer and is provided health care benefits through that employment, the Employer shall not provide coverage while the retiree is so employed. Upon termination of subsequent employment, the retiree, after giving notice to the Employer, shall be eligible to receive the health care benefits provided under this Agreement.

(6) Termination of Benefits. Notwithstanding the foregoing, if the retiree is employed long enough to obtain retiree health benefits through another employer and such benefits are equal to or greater than those provided to the retiree by the Employer, the Employer shall have no further obligation to provide health care benefits to the retiree, his spouse under this Agreement.

Further, except as otherwise provided herein, health care benefits provided under this Agreement shall terminate on the earliest of:

- non-payment of any required contributions to the Employer;
- the death of the retiree or any eligible spouse of the retiree;
- the loss of spouse status; or
- failure to enroll for and maintain Part B Medicare Benefits upon reaching Social Security Normal Retirement Age, if the retiree or his eligible spouse is eligible for such benefits.

(b) Employees Hired On or After July 1, 2008

All employees hired on or after July 1, 2008, are excluded from health care coverage provided in Section 2 (a).

Section 3. Retiree Health Care Fund. Effective July 1, 2014, all employees hired prior to July 1, 2008 shall contribute 1.5% of the average annualized base wages of all regular full-time employees of the City to the City's Retiree Health Care Fund, which amount shall be calculated



based upon the wages paid on June 30 of each year. (Note: Once this amount is determined it shall not later be adjusted to account for changes in the workforce or compensation preceding the next following June 30.) Effective December 31, 2014, all employees hired prior to July 1, 2008 shall have their contribution increased to 3%.

The employee's contribution shall be paid through automatic payroll withholdings in 26 equal biweekly increments during the 12 month period commencing July 1 extending through and including the following June 30. If the employee quits or leaves City employment for any reason and is ineligible for retiree health care benefits, the employee shall be refunded the amount he contributed to the Retiree Health Care Fund. Interest will be credited in the same manner as employee contributions to the pension fund.

#### Section 4. MERS Health Care Savings Program

All regular full-time employees hired on or after July 1, 2008, are excluded from retiree health care benefits provided in Section 2, (a)(1) above. In lieu of said benefits, all regular full-time employees hired on or after July 1, 2008, shall participate in the MERS Health Care Savings Program. All covered employees and the Employer shall contribute to the Plan. Employees employed from July 1 through June 30 of each year shall contribute 3% of the average annualized base wages of all regular full-time employees of the City of Monroe, which amount shall be calculated based upon the wages paid on June 30 of each year. (Note: Once this amount is determined it shall not later be adjusted to account for changes in the workforce or compensation preceding the next following June 30.) The employee's contribution shall be paid through automatic payroll withholdings in 26 equal biweekly increments during the 12 month period commencing July 1 extending through and including the following June 30. The Employer shall contribute an equal amount to the Plan on behalf of each employee concurrent with the employee's contribution. Employees employed less than a full 12 month period extending from July 1 - June 30 shall make prorated contributions. Such contributions shall be payable during the period of their actual employment in biweekly increments equal to 1/26th of the maximum amount subject to contribution by individuals employed the entire 12 month period.

All employees hired on or before June 30, 2008, are excluded from participation in the MERS Health Care Savings Program established by the Employer as herein provided.

### ARTICLE XXII SPECIAL CONFERENCES

Section 1. At the request of either the Union or the Employer, Special Conferences may be held for the purpose of considering matters of mutual interest, other than grievances under consideration in the Grievance Procedure, provided mutually acceptable arrangements as to time and place can be made. Such conferences shall be scheduled and held in a timely manner. An agenda of the matters to be taken up at the meeting shall be presented at the time the Special Conference is requested.

Section 2. Special Conferences shall be designated as such in advance, and all such conferences shall be arranged through the Union's President, or his designated representative, and the Human Resources Director. This meeting may be attended by the Union President and, if desired, the Union's Staff Representative. In those instances in which the Employer deems their attendance appropriate, other employee representatives may also be released for purposes of attending a Special Conference.

Section 3. Employee participants shall not lose time or pay for attendance at Special Conferences during regular working hours.

Section 4. It is understood that any matter or action discussed by the parties to Special Conferences shall not be deemed binding unless set in writing through a Memorandum of Understanding that is signed by the Union President and the Human Resources Director.

Section 5. Actions taken pursuant to Special Conferences shall in no way change or alter any of the provisions of the parties' Collective Bargaining Agreement or the rights of either the Employer or the Union under the terms of this Agreement.

### ARTICLE XXIII EDUCATION REIMBURSEMENT

Section 1. To be eligible for educational reimbursement, employees must be employed in a regular full-time position and have completed at least one (1) year of service with the Employer.

Section 2. Employees who desire educational reimbursement must obtain approval from the Department Head and the Director of Human Resources a minimum of thirty (30) days in advance of enrollment in classes. A written request detailing courses or subject areas in which the employee plans to enroll shall be accompanied by a signed tuition reimbursement agreement form. Such approval will require a positive recommendation by the employee's Department Head and the Director of Human Resources. Department Head's must obtain funding for the reimbursement before making a positive recommendation. Eligible employees will be reimbursed only for courses of study which the Employer determines are directly related to the employee's present job or which will enhance the employee's potential for promotion. In addition, to qualify for educational reimbursement, courses must be taken at an approved accredited institution. Upon approval of the curriculum or course of study, notification will be sent to the employee.

Section 3. Tuition reimbursement will be in accordance with the following schedule:

- (a) Undergraduate level - A or B = 100%; C = 90%; D or below, including drop or withdrawal = no reimbursement.

- (b) Graduate level - A = 100%; B = 90%; C or below = not reimbursable.
- (c) Courses taken on a pass/fail basis.  
Pass = 100%; Fail = No reimbursement.

Section 4. Within sixty (60) days of completion of the course(s), for which reimbursement is requested, the employee shall submit to the Human Resources Department an original or certified copy of his/her official grade(s) along with a receipt for tuition paid. The Human Resources Department will then process the request for reimbursement.

Section 5. Employees seeking reimbursement for educational expenses must agree in writing to repay the Employer in full if they terminate their employment voluntarily or are terminated with just cause within two (2) years from the date of reimbursement. (Employees who are laid off and not recalled shall not be required to reimburse the Employer.) Such sums shall be reimbursed on or before the employee's last day of employment.

Section 6. Tuition reimbursement does not apply or pertain to requirements to maintain licenses for job qualifications.

Section 7. It is agreed between the Employer and the Union that education reimbursement shall be suspended through the term of this Agreement and shall be reviewed after the term of this Agreement expires.

#### ARTICLE XXIV MISCELLANEOUS

Section 1. Personnel Files. An official personnel file shall be maintained for each employee by the Human Resources Department. Documents pertaining to an individual's employment such as applications, performance evaluations, commendations and corrective actions are maintained in the file.

Each employee may review his or her own personnel file during normal working hours, or authorize its review by the Union President (or designee). Such authorization shall be in writing.

Except for that material which is exempt from disclosure under applicable state or federal law (e.g. pre-employment reference checks, etc.), each employee shall, upon written request, be provided a copy of material in his file relating to his qualifications and performance. If an employee disagrees with the content of a document placed in the file, he shall have the right to submit a written response to the Human Resources Director with a request that it be attached to the document in the file.

Section 2. Change of Address. Employees shall notify their department head and the Human Resources Department of any change of name, address, or telephone number within five

(5) days after such change has been made. The Employer shall be entitled to rely upon an employee's last name and address shown on its records for all purposes involving his employment and this Agreement.

Section 3. Accidents and Reports. Any employee involved in any accident shall immediately report said accident and any physical injury sustained. Before starting his next shift, the employee shall make out an accident report, in writing and on forms furnished by the Employer, and turn in all available names and addresses of witnesses to any accidents. Failure to comply with this provision shall subject each employee to disciplinary action by the Employer. The employee shall fill out the above forms on normal working time, and in the event this is not possible shall obtain permission from his supervisor to fill such out at another time.

Section 4. Bulletin Boards. The Employer shall maintain the existing bulletin boards at each facility for posting of legitimate Union business.

Section 5. Safety and Health. The Employer shall make reasonable provisions for the safety and health of employees, including ensuring vehicles, where and when required, are properly maintained and in safe operating condition. The Union and the Employer agree that they will cooperate in encouraging and enforcing safety and health standards.

Section 6. Deferred Compensation. Employees may participate in a deferred compensation plan. This program is completely voluntary and subject to provisions of the plan(s) established by the Employer.

Section 7. Uniforms. Employees shall be required to comply with Departmental policies on uniforms. Any uniforms Departments require employees to wear shall be provided or paid for by the respected Departments.

Section 8. Residency. Employees shall reside within an area twenty (20) miles from the nearest boundary of the corporate limits of the City of Monroe, as prescribed by P.A. 212. The Southeast Michigan Council of Governments (SEMCOG) will be used in determining the nearest boundary to the City of Monroe when an address is in question. The Human Resources Department will make a determination based on the information provided through SEMCOG. The parties agree that the information provided by SEMCOG will be determinative and no other source for determining residency may be used.

## ARTICLE XXV SCOPE OF AGREEMENT

Section 1. The Employer and the Union acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or on any matters not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties hereto, after the exercise of that right and opportunity, are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and agrees that the other shall not be obligated, to bargain

collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

Section 2. If any provision(s) of this Agreement, or of any addendum(s) thereto, should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision(s) should be restrained pending a final determination as to its validity, the remainder of this Agreement and of any addendum(s) thereto shall be not affected thereby.

Section 3. If any provision(s) of this Agreement, or any addendum(s) thereto, should be held invalid, unenforceable or incapable of compliance, the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such provision(s) during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, either party shall be permitted all legal recourse in support of its demands including the use of the Grievance Procedure as provided in this Agreement.

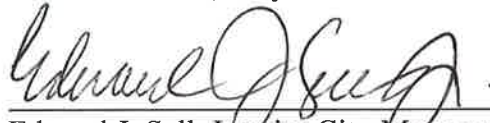
Section 4. The Employer agrees that all conditions of employment to wages, hours of work, overtime differentials and general working conditions shall be maintained as specified in this Agreement.


ARTICLE XXVI  
DURATION

This Agreement shall be effective June 6, 2016, and shall continue in full force and effect until midnight December 31, 2019, unless terminated earlier as hereinafter provided.

CITY OF MONROE

  
Robert E. Clark, Mayor

  
Edward J. Sell, Interim City Manager

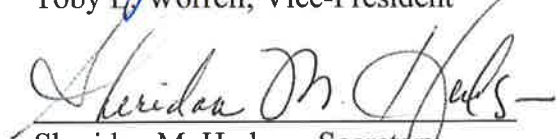
  
Michelle J. LaVoy, Clerk/Treasurer

  
Peggy A. Howard, Human Resources Director

COMEA UNIT I/TPOAM

  
Paula J. Smith, President

  
Toby L. Worrell, Vice-President

  
Sheridan M. Hudson, Secretary

  
Sharon C. Malotky, Treasurer

APPENDIX A  
PAY GRADES AND JOB CLASSIFICATIONS

<b>PAY GRADE</b>	<b>JOB CLASSIFICATION</b>
1	Custodian
1	Parking Enforcement Officer
2	Police Clerk
2	Secretarial/Clerical Assistant - Building
3	Administrative Assistant - Wastewater Treatment
3	Department Aide - Building Department
3	Department Aide - Election Specialist
3	Department Aide - Engineering
3	Department Aide - Public Works
3	Department Aide - Water Office
3	Police Property Room Clerk and Coordinator
4	Chief Deputy City Clerk
4	Chief Deputy City Treasurer
4	Laboratory Technician - WWTP
4	Payroll Clerk
4	Property Maintenance & Zoning Inspector I
5	Accountant II
5	Planner I
6	Appraiser
6	Assistant Water Distribution Supervisor
6	Building Inspector
6	CAD/GIS Section Leader
6	Chief Meter Reader/Cross Connection Inspector
6	DPW Operations Crew Supervisor
6	Electrician - Water Plant
6	Electrician - WWTP
6	Engineering Technician
6	Parks Maintenance Supervisor
6	Plumbing and Mechanical Inspector
6	Stores & Equipment Supervisor
6	Survey Crew Supervisor
7	Chemist/IPP Coordinator - WWTP
7	Operations Supervisor - WWTP
7	Operations Supervisor - Water Plant
7	Planner II
7	Water Distribution Supervisor

- 7 WWTP Maintenance Supervisor
- 7 WWTP Collections System Superintendent



APPENDIX B  
WAGE SCHEDULE  
JULY 1, 2016 THROUGH JUNE 30, 2017

2% Increase

					<u>STEPS</u>					
	1	2	3	4	5	6	7	8	9	10
<u>GRADE</u>										
1	\$12.20	\$12.93	\$13.63	\$14.30	\$14.98	\$15.66	\$16.33	\$17.02	\$17.70	\$18.38
2	\$13.78	\$14.56	\$15.32	\$16.09	\$16.85	\$17.62	\$18.38	\$19.16	\$19.91	\$20.69
3	\$14.81	\$15.65	\$16.46	\$17.29	\$18.12	\$18.93	\$19.76	\$20.57	\$21.40	\$22.23
4	\$16.31	\$17.22	\$18.13	\$19.02	\$19.94	\$20.83	\$21.76	\$22.64	\$23.56	\$24.46
5	\$17.93	\$18.92	\$19.92	\$20.92	\$21.91	\$22.91	\$23.91	\$24.91	\$25.91	\$26.89
6	\$20.71	\$21.86	\$23.01	\$24.16	\$25.31	\$26.47	\$27.61	\$28.77	\$29.92	\$31.07
7	\$22.79	\$24.04	\$25.31	\$26.57	\$27.85	\$29.11	\$30.39	\$31.64	\$32.92	\$34.17
8	\$23.92	\$25.25	\$26.58	\$27.91	\$29.23	\$30.57	\$31.90	\$33.22	\$34.57	\$35.89

APPENDIX B  
WAGE SCHEDULE  
JULY 1, 2017 THROUGH DECEMBER 31, 2018

2% Increase

					<u>STEPS</u>					
	1	2	3	4	5	6	7	8	9	10
<u>GRADE</u>										
1	\$12.44	\$13.19	\$13.90	\$14.59	\$15.28	\$15.97	\$16.66	\$17.36	\$18.05	\$18.75
2	\$14.06	\$14.85	\$15.63	\$16.41	\$17.19	\$17.97	\$18.75	\$19.54	\$20.31	\$21.10
3	\$15.11	\$15.96	\$16.79	\$17.63	\$18.48	\$19.31	\$20.15	\$20.98	\$21.83	\$22.67
4	\$16.64	\$17.56	\$18.49	\$19.40	\$20.34	\$21.24	\$22.19	\$23.10	\$24.03	\$24.95
5	\$18.29	\$19.30	\$20.32	\$21.34	\$22.35	\$23.37	\$24.39	\$25.41	\$26.43	\$27.42
6	\$21.12	\$22.30	\$23.47	\$24.65	\$25.81	\$27.00	\$28.16	\$29.35	\$30.51	\$31.69
7	\$23.24	\$24.52	\$25.81	\$27.10	\$28.40	\$29.69	\$30.99	\$32.27	\$33.57	\$34.85
8	\$24.40	\$25.75	\$27.11	\$28.47	\$29.82	\$31.18	\$32.53	\$33.89	\$35.26	\$36.61

APPENDIX B  
WAGE SCHEDULE  
JANUARY 1, 2019 THROUGH DECEMBER 31, 2019

Between October 1, 2018 and December 1, 2018, the parties agree to meet for the purpose of negotiating Appendix B, Wage Schedule, for the period January 1, 2019 through and including December 31, 2019.

## APPENDIX C

### JOB ANALYSIS QUESTIONNAIRE

The purpose of this questionnaire is to obtain accurate information concerning the duties and responsibilities associated with your job. The information will be used to assist us in understanding your position for purposes of compensation analysis.

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Job Title: \_\_\_\_\_

Department: \_\_\_\_\_

Supervisor's Name/Title: \_\_\_\_\_

Years of Experience:

On this job \_\_\_\_\_ With this employer \_\_\_\_\_

\*\*\*\*\*

#### INSTRUCTIONS

This questionnaire covers many aspects of your job. Each of the following sections contains instructions specific to the questions being asked in that section. Some questions require a written response, others only a checkmark next to a printed answer. If no answer is exactly accurate, please check the answer that you feel is closest to being correct for your position.

Your responses are important in helping us to better understand your position. Please answer all questions to the best of your ability. **When completed, return the questionnaire to your department director. This should be done by \_\_\_\_\_.**

#### **Section 1: Position Summary**

Briefly describe the major purpose or primary function of your position.

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List the ESSENTIAL duties and responsibilities of your job in the spaces provided. **PLEASE LIST ONLY THOSE THAT ARE NOT INCLUDED ON YOUR JOB DESCRIPTION.** An ESSENTIAL duty or responsibility is fundamental to the job. The individual who holds the job must be able to perform the tasks unaided or with the assistance of a reasonable accommodation. Further, the following guidelines may be used to determine essential duties and responsibilities:

1. The duty or responsibility is the reason the position exists;
2. A limited number of employees are available to perform the task;
3. Expertise is required to perform the duty or responsibility.

## This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

### Section 3: Knowledge and Education

Consider the extent to which your job requires knowledge normally gained through formal education. Place a [X] next to the minimum education level required for your job.

- ☐ Equivalent to a high school diploma
- ☐ Equivalent to one year of college or specialized training through a technical, vocational, trade or business school\*
- ☐ Equivalent to an Associate degree or two to three years of training through a technical, vocational, trade or business school\*
- ☐ Equivalent to a Bachelor's degree\*
- ☐ Equivalent to a Master's degree\*
- ☐ Equivalent to a doctorate degree\*

\*Provide the curriculum or program of study (i.e., accounting, construction management, law, business education, communications, etc.).

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### Section 4: Work Experience

Consider the extent to which your job requires related experience and training in addition to any formal education or its equivalent, which may be required for the job. Check the box below that most accurately reflects the additional experience required.

- ☐ Less than one year of experience in related jobs
- ☐ One to two years of experience
- ☐ Two to three years experience
- ☐ Three to five years experience
- ☐ Five to seven years of experience
- ☐ Seven or more years of experience

Is previous supervisory or administrative experience required of this position? Yes \_\_\_ No \_\_\_

If yes, please describe:

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Describe the nature and specific type of work experience (especially the kinds of knowledge, skills or abilities) required for your job:

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### Section 5: Special Employment Requirements

Please list any legal requirements for licensure or certification that are required before you can be employed in this position. What does a person have to do to meet the requirements (i.e. experience or tests)? \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### **Section 6: Supervisory or Management Responsibility**

List below the titles and number of positions you manage, supervise, or lead, either directly or through others. Specify how many positions are full-time and how many are part-time.

<u>Position Title</u>	<u>Number Supervised</u>		<u>Number in position who are:</u>	
	<u>Directly</u>	<u>Indirectly</u>	<u>Full-Time</u>	<u>Part-Time</u>
_____				
_____				
_____				
_____				
_____				
_____				
_____				
_____				
_____				

### **Section 7: Internal/External Contacts**

If your job requires that you have significant contact with persons outside your department or work unit, please describe them below. Do not include contacts with your immediate supervisor or staff. Explain the nature and purpose (e.g. with whom and for what reason?)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## Section 8: Work Related Stress or Pressures

Does the position involve a lot of stress or pressure on a regular basis? If so, please give an example of the kind of situation that causes stress or pressure.

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## Section 9: Equipment Usage and Knowledge

Please indicate which of the following types of equipment you are required to use in performing the essential functions of your job:

- ☐ Basic office equipment such as telephones, calculators, photocopiers, FAX and similar equipment
- ☐ Photographic, audio and video equipment
- ☐ Computer programs:
  - ☐ word processing
  - ☐ spreadsheet
  - ☐ database (data entry)
  - ☐ database (data manipulation, research, report generation)
  - ☐ financial applications
  - ☐ desktop publishing
  - ☐ GIS/mapping
  - ☐ audio/visual equipment (advanced)
- ☐ specialized technical equipment

If yes, please specify the type of specialized equipment

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- ☐ Automobile or other motorized equipment

If yes, please specify the type of motorized equipment and special licenses (such as CDL) that are required.

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Does your position involve training others on a regular basis in the use of any of the above equipment?

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Does your job require troubleshooting particular software applications or computer hardware, beyond the level expected of an average user? If yes, please explain.



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[illegible]

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### Section 11: Supervisor Comments

Please read the employee's responses to this questionnaire before completing this section. Do not alter the employee's comments or answers. Use this section for making additional comments. Please return all questionnaires, including your own, to the Human Resources Director by \_\_\_\_\_.

Are there any responses that you consider inaccurate? If so, please discuss them below:

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List any job duties/responsibilities required of this position which were omitted by the employee.

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Additional comments: \_\_\_\_\_

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Name of Supervisor completing this form: \_\_\_\_\_

Date completed: \_\_\_\_\_

APPENDIX D  
JOB EVALUATION POINT FACTOR PLAN

## FACTOR 1: EDUCATION AND RELEVANT EXPERIENCE

In using this factor, two separate yet related judgments must be made. First, identify the minimum level of education required to be adequately prepared for the duties and responsibilities of the position. Second, determine the minimum years of relevant experience necessary to adequately perform the job. (Typically found on the position's job description.) **NOTE:** Rate the MINIMUM requirements of the *position*, not the attainment of the position incumbent; these may differ.

Special Circumstances:

- In some cases experience may substitute for formal education and vice versa. Rate the minimum qualifications of the position, or a combination thereof.
- Positions requiring professional certifications or licensure may be rated at "somewhat more than" the minimum educational and experience level required or this training can be reflected in the minimum requirements by increasing educational attainment to a commensurate amount.

	MINIMUM RELATED WORK EXPERIENCE REQUIRED				
	1.	2.	3.	4.	5.
	Up to 2 years	2+ to 4 yrs.	4+ to 6 yrs.	6+ to 8 yrs.	Over 8 years
A. High school diploma or equivalent.	173	197	220	243	267
B. Vocational or trade school, or some college, business school or other specialized training less than an Associate's Degree.	220	243	267	295	313
C. Associate's degree or equivalent.	267	295	313	337	360
D. Bachelor's degree or equivalent.	295	337	360	383	404
E. Master's degree	360	383	404	435	453
F. PhD or Juris Doctorate	404	435	453	477	500

**APPENDIX D**  
**JOB EVALUATION POINT FACTOR PLAN**

**FACTOR 2: JUDGMENT AND INDEPENDENCE OF ACTION**

This factor describes the level of judgment and independence of action exercised in determining proper courses of action. In evaluating a position against this factor, think about the extent to which policies, procedures, rules and so forth either guide or restrict judgment and independence of the position. Consider also whether peers and/or supervisors are available for collaboration in decision making, and the degree to which the employee is empowered to use discretion.

LEVEL OF JUDGMENT AND INDEPENDENCE REQUIRED		DEGREE	POINT VALUE
A. Duties and responsibilities of the position are carried out according to straightforward and standardized policies, procedures, rules, etc. There is a need for the employee to exercise judgment, but others are available to assist and discretion is thereby limited. Work is closely monitored and regularly reviewed, often as part of a hierarchal process.	Somewhat less than =	90	
	Almost exactly like =	120	
	Somewhat more than =	150	
B. Duties and responsibilities of the position require that the employee to exercise greater discretion in performing position-related tasks and determining appropriate courses of action. However, the position does not require significant technical or professional training to effectively interpret standards and guidelines. Basic decisions are made independently while more complex or unique issues are solved by supervisory personnel. Discretion has limitations, with work monitored on a “spot check” basis.	Somewhat less than =	180	
	Almost exactly like =	210	
	Somewhat more than =	240	
C. Duties and responsibilities of the position require the employee to interpret a wider assortment of policies, procedures and rules to determine appropriate courses of action. Technical or professional training is required to effectively interpret standards and guidelines. Basic operating decisions are made independently while more complex or unique issues are solved collaboratively with supervisory personnel. Discretion is higher and work is monitored as one important step of a larger procedural and operating system.	Somewhat less than =	270	
	Almost exactly like =	300	
	Somewhat more than =	330	
D. Duties and responsibilities of the position require that the employee regularly interpret policies, procedures and rules to determine appropriate courses of action. The employee has information available to guide him/her in effective interpretation of standards and guidelines, but significant discretion is exercised. Most decisions are made independently, and technical or professional training is required. Higher level managers are available to assist with especially unique situations but independent judgment is expected in routine matters. Work is monitored on a longer-term, periodic basis with the expectation that closer scrutiny is not required.	Somewhat less than =	360	
	Almost exactly like =	390	
	Somewhat more than =	420	
E. Duties and responsibilities of the position are governed by broad and complex technical, administrative, or professional standards and guidelines. The employee must regularly exercise independent judgment in decision-making, and exercise considerable discretion. The employee performs with a high degree of latitude, and work is monitored only on a periodic or exception basis. The employee regularly participates in the development of professional standards and guidelines.	Somewhat less than =	450	
	Almost exactly like =	480	
	Somewhat more than =	510	
F. Duties and responsibilities of the position are not only governed by broad and complex technical, administrative, or professional standards and guidelines, but the employee regularly directs the development of such standards. The employee performs with a high degree of independence and regularly exercises considerable discretion. Work is monitored through formal review by top organizational leaders or policy-making bodies.	Somewhat less than =	540	
	Almost exactly like =	570	
	Somewhat more than =	600	

APPENDIX D  
JOB EVALUATION POINT FACTOR PLAN

### FACTOR 3: INTERNAL AND EXTERNAL RELATIONS

This factor examines the types and frequency of internal and external contacts a position encounters, and the communication skills needed to successfully handle these contacts.

First, examine the hierarchy of communication skills listed and select the category which reflects the *highest requirement* of the position. Although a job may entail a variety of levels of contacts, use the highest requirement to determine the point award.

Second, after selecting the highest requirement, determine the frequency with which that activity occurs.

	FREQUENCY		
	1. Normal Frequency	2. High Intensity	3. Maximum Intensity
<b>COMMUNICATION SKILLS REQUIRED</b>			
A. Internal or external contacts are experienced in the position. Skill in exchanging meaningful service or statistical information through prescribed procedural systems is required.	60	80	100
B. Increasingly more complex internal and external contacts are experienced in the position. Skill in interpreting and translating facts and information, defining situations and issues, advising others of more complex alternatives and options, and interviewing and developing information from others is required. Unusual or difficult situations are addressed to the extent possible.	120	140	160
C. Complex internal and external contacts are experienced in the position. Skill in conciliation, giving instructions, resolving and negotiating disagreements, and/or leading meetings and consultations is required. This position is responsible for the resolution of unusual or difficult situations with a very high level of discretion and procedural or technical interpretation. .	180	200	220
D. Extremely complex internal and external contacts are experienced in this position. Skill in leading and persuading others, negotiating agreements and resolving management or service issues is required at an extremely high level in the organization.	240	260	280
E. Internal and external contacts and interactions are at the highest management /professional level and involve the latitude to make significant management distinctions and decisions as well unilaterally formulate alternative approaches to policies and procedures pertaining to both internal and external interactions.	300	320	340

APPENDIX D  
JOB EVALUATION POINT FACTOR PLAN

## FACTOR 4: SUPERVISORY OR MANAGERIAL RESPONSIBILITY

This factor reflects the supervision exercised and management or leadership role assigned to a position. Select first the level of authority exercised, then the span of control as determined by the size of the supervisor's staff.

Special Circumstances:

- Count part-time, permanent, year-round staff proportionally.
- Assume that supervision involves more than informal leadership.

	STAFF SIZE				
	(Both direct and indirect reporting relationships)				
	1.	2.	3.	4.	5.
LEVEL OF SUPERVISORY AND MANAGEMENT AUTHORITY EXERCISED (ONE FTE MINIMUM)	1-5	6-15	16-25	26-35	Over 35
A. No formal supervisory responsibility or oversees less than one full-time equivalent (FTE) employee.	0	0	0	0	0
B. <u>Leader</u> : No formal supervisory responsibility but is <u>formally</u> recognized as a crew or office leader in performing tasks of a more complex nature while coordinating the workload of others to achieve the desired outcome	30	40	50	60	70
C. <u>Working Supervisor</u> : Regularly involved in planning and coordinating work assignments and overseeing the work of others. Generally, but not always performs similar tasks. May not have the full authority found in a formal supervisor position (hire, fire, discipline) but at minimum is responsible for work scheduling and formal oversight. NOTE: Minimum of one full-time worker or two part-time workers FTE to qualify as a working supervisor.	50	60	70	80	90
D. <u>FLSA Manager</u> : Has the authority to make or effectively recommend important personnel decisions such as hiring, disciplining, terminating, and promoting subordinates.	70	80	90	110	120
E. <u>1<sup>st</sup> Level Executive</u> : Responsible for planning, directing, staffing and controlling employees of a major department or service area; possibly works through one or more subordinate supervisors, including working supervisors.	90	100	110	120	130
F. <u>2<sup>nd</sup> Level Executive</u> : Similar to a 1 <sup>st</sup> Level Executive, with a greater depth of responsibility due to the use of multiple subordinate 1 <sup>st</sup> Level Executives or FLSA Managers.	110	120	130	140	150

APPENDIX D  
JOB EVALUATION POINT FACTOR PLAN

## FACTOR 5: JOB COMPLEXITY

This factor measures the degree of complexity which is characteristic of a position's duties and responsibilities. Complexity is defined as the level of "thinking process" or analytic ability required of a position. In determining the appropriate point assignment, consider *overall* complexity, not unique projects or activities which are rare and impermanent to the position.

LEVEL OF COMPLEXITY ENCOUNTERED	DEGREE	POINT VALUE
A. Position primarily involves the use of factual information and data that does not present significant variables or ambiguities. Redundant steps, methods and processes are typically well defined, choices involve a manageable set of options and information is readily available to ascertain correct approach. More complex situations can arise that require more complex thinking processes but these are limited by the scope of responsibilities.	Somewhat less than = Almost exactly like = Somewhat more than =	90 120 150
B. Position primarily involves the use of factual information and data, but also encounters a higher level of variables or ambiguities which require analytic or basic problem solving ability to select correct actions from a set of options. Redundant steps, methods and processes are typically well defined, but the employee must sometimes modify or adapt them to address a situation.	Somewhat less than = Almost exactly like = Somewhat more than =	180 210 240
C. Position involves both the use of factual information and data, and the modification and continuous improvement of processes. At this level, the position regularly addresses variables or ambiguities and requires analytic and problem solving ability to select correct action from an more expansive set of options. Steps, methods and processes are a mix of redundant and original tasks, and processes must be occasionally reassessed, modified or adapted to address unique situations.	Somewhat less than = Almost exactly like = Somewhat more than =	270 300 330
D. Position involves the extensive use of analytic and problem solving ability to select correct actions from a wide range of options. Steps, methods and processes are sometimes original and must be continuously reassessed, modified or adapted to address unique situations or realize improvements in process. Among others, this level is appropriate for multi-faceted positions with program or service planning responsibilities.	Somewhat less than = Almost exactly like = Somewhat more than =	360 390 420
E. Position is focused on projects involving the dedication of substantial time and effort to researching, organizing and assessing information which contains substantial variables and ambiguities. As a result, steps, methods and processes are often original, and the incumbent may be required to develop new and original procedures and processes. An advanced analytic and problem solving ability is required for the position.	Somewhat less than = Almost exactly like = Somewhat more than =	450 480 510
F. Position is focused on organization-wide analysis and problem solving that requires the evaluation of multiple factors with profound implications for programs, budgetary processes, service offerings and organizational planning. Steps, methods and processes are constantly changing and evolving and appropriate response is critical to the organization. Both originality and pre-emptive problem solving is required of the position.	Somewhat less than = Almost exactly like = Somewhat more than =	540 570 600



APPENDIX D  
JOB EVALUATION POINT FACTOR PLAN

## FACTOR 6: RESPONSIBILITY FOR THE WELFARE AND RIGHTS OF OTHERS

This factor is concerned with the impact the position's duties have on the welfare and rights of others. In considering the potential impact of a position, consider probable and typical errors which may occur in the regular course of performing a job, not the most extreme consequences.

Second, after selecting the highest, but still probable consequences, determine the frequency with which opportunity for error presents itself.

	FREQUENCY		
	1. Normal Frequency	2. High Frequency	3. Maximum Frequency
<b>PROBABLE CONSEQUENCES OF ERRORS</b>			
A. Errors in the position could cause manageable inconvenience but would the impact on the welfare of others would typically be minimal. Effect of errors would impact a single or limited set of individuals or customers.	30	40	50
B. Errors in the position could cause inconveniences or legalities that are more difficult to resolve at the basic service level, and would have a higher, but management potentiality for impacting the welfare of others. Effect of errors would impact a limited set of individuals or customers.	60	70	80
C. Errors in the position in performing duties present the potential for legal or service issues that could be difficult to resolve and/or have greater financial or welfare impacts. Effect of errors would be more widespread across multiple individuals or customers.	90	100	110
D. Errors in the position are further up the chain of command or decision-making chain and by definition would impact multiple work processes, customer areas or legal or service issues. Resolution would require input from superiors at a more complex and sustained level in resolving legal and/or financial impacts.	120	130	140
E. Errors in the position could cause significant inconvenience or legal issues that are extremely difficult to resolve, or may temporarily present a threat to the welfare of the public.	150	160	170
F. Errors in the position could cause a major, long-term inconvenience or present a widespread threat to the welfare of the public that would have the realistic potential to cause irreparable harm.	180	190	200

APPENDIX D  
JOB EVALUATION POINT FACTOR PLAN

## FACTOR 7: TECHNOLOGY USE

This factor measures the level of knowledge and expertise required in a position with respect to utilizing, developing, and implementing various technologies. Determine first the level of knowledge and skill required of the position (not the level of the position incumbent) and then determine the degree most appropriate for the position.

LEVEL OF TECHNOLOGICAL KNOWLEDGE AND SKILL REQUIRED	DEGREE	POINT VALUE
A. Job duties require a knowledge of and ability to use standard office equipment, and display proficiency in the use of computer software including any applicable Microsoft Suite applications such as word processing, spreadsheet, PowerPoint and data bases as well as department-specific software or financial applications requiring a moderate level of training.	Somewhat less than = Almost exactly like = Somewhat more than =	60 70 80
B. Job duties require utilization of, and a greater knowledge of specialized software such as more complex use of financial applications, CAD, GIS, specialized utility electronics, database manipulation and other complex and specialized programs. This level is also appropriate for the individual that <u>regularly</u> provides computer assistance or informal training for a particular unit or office setting.	Somewhat less than = Almost exactly like = Somewhat more than =	90 100 110
C. Job duties require use of more advanced computer software, including programming or leadership of specialist teams constituting primary portions of the job. Employees at this level may also serve as information technology specialists with responsibility for computer system installation, maintenance, troubleshooting, security and employee training.	Somewhat less than = Almost exactly like = Somewhat more than =	120 130 140
D. Job duties require the development, programming, maintenance, repair and oversight of computer systems, databases, networks, telecommunications, security or other complex systems typically associated with more complex information technology operations.	Somewhat less than = Almost exactly like = Somewhat more than =	150 160 170
E. Job duties require supervisory and administrative activities associated with the research, development, purchase and implementation of computer systems, system coordination and related technological advances up to and including executive and administrative leadership.	Somewhat less than = Almost exactly like = Somewhat more than =	180 190 200

APPENDIX D  
JOB EVALUATION POINT FACTOR PLAN

<p><b>FACTOR 8: IMPACT ON PROGRAMS, SERVICES AND OPERATIONS</b></p> <p>This factor measures direct or indirect impact on the programs, services or operations carried out or provided by units of the organization. The nature of such impact is defined as the extent to which effective or ineffective performance of a classification's duties or responsibilities contribute to assure, interfere with, or prevent the achievement of goals, objectives, plans, or other established performance criteria. Rate the classification in terms of its probable consequences, as opposed to potential consequences which rarely, if ever, occur.</p>		
NATURE OF IMPACT	DEGREE	POINT VALUE
A. The work product, though important to the organization, is directly tied to other work processes. Errors are detected or apparent in succeeding steps and thus can be detected and corrected at an early stage.	Somewhat less than = Almost exactly like = Somewhat more than =	125 150 175
B. The work products and purpose of the job directly affect the accuracy, reliability, or acceptability of other work processes. Completed work has a direct relationship to other important activities or related work within one or more organization units. Errors are normally detected in succeeding operations but involve expenditure of time to trace and correct. Consequences affect the work of others or cause inconvenience to the public. There also may be measurable monetary consequences related to the handling of financial transactions, equipment, supplies or other materials.	Somewhat less than = Almost exactly like = Somewhat more than =	200 225 250
C. The work products and purpose of the job contribute to the attainment of both immediate and on-going goals and objectives. The job may materially influence or impact long-range direction, planning or control. The job affects the design or operation of systems, programs or equipment. Errors are difficult to detect and would result in inaccurate reports, incomplete or misleading information, invalid test results, unsound recommendations, or incorrect decisions.	Somewhat less than = Almost exactly like = Somewhat more than =	275 300 325
D. The work products and purpose of the job have a significant impact on major aspects of programs, services and operations. Responsibilities may be shared among individuals or may be a direct responsibility. Influence extends to both short- and long-term matters affecting an organizational component. Errors would not be detected through normal means, but would become apparent later through subsequent activities or events.	Somewhat less than = Almost exactly like = Somewhat more than =	350 375 400
E. The work products and purpose of the job have a major impact on all aspects and phases of program, service or operations management. Decisions and overall influence contribute directly to the image of success and future of programs, services or operations and have a major long-term impact.	Somewhat less than = Almost exactly like = Somewhat more than =	425 450 475

F. The purpose of the job is focused on the coordination on all of programs, services and operations and the establishment and ongoing review and modification of organizational goals, objectives and action plans. The level of organizational impact exhibited is of a direct controlling nature as is usually associated with the highest levels of management.	Somewhat less than = Almost exactly like = Somewhat more than =	500 525 550
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APPENDIX D  
JOB EVALUATION POINT FACTOR PLAN

<p><b>FACTOR 9: DOCUMENT CONCENTRATION</b></p> <p>This factor measures the extent to which the position requires mental concentration and focus on the job of the type that is frequently associated with ongoing work involving numbers, figures and automated document review and development. Determine the frequency that this occurs, while excluding time devoted to customer service, meetings, phone work and other duties.</p>			
APPLICABLE FACTORS	FREQUENCY		
	1. Occasionally (25%-50%)	2. Periodically (51%-75%)	3. Primary Job Function (Over 75%)
	20	40	60
	<p><u>Mental Concentration:</u> The task detail regularly required of the position (i.e. working with figures, paperwork, fine motor skills)</p>		

APPENDIX D  
JOB EVALUATION POINT FACTOR PLAN

## FACTOR 10: WORK ENVIRONMENT

This factor measures the degree to which a position is subjected to unpleasant or adverse working conditions as a function of the job. Office "climate control" issues are not considered an unpleasant or adverse condition.

Determine first the highest condition or demand encountered as a function of the position (A, B, C or D) then the approximate frequency with which that condition is experienced.

	FREQUENCY		
	1. Manageable	2. Significant	3. Extreme
<b>WORKING CONDITIONS</b>			
A. Work is carried on in a normal office setting or with limited exposure to truly disagreeable working conditions. Some less than ideal situations might exist, including rude or disagreeable customers but the work environment is not unhealthy by generally accepted health standards. Any health-related or disagreeable conditions are minor and manageable and can be tolerated without special accommodation. This level is also appropriate for the individual that must travel to other sites for administrative or clerical work. Points may be awarded based on a high frequency of disagreeable factors in the work and the service environment more generally.	0	10	20
B. Work requires office and field work which may expose the employee to seasonal temperatures, loud noise, dust and dirt, unsanitary or unhealthy conditions and other conditions present in the work environment. This level is appropriate for the employee with frequent field work requiring nominal levels of physical exertion (without accommodation) such as inspectors, supervisors or others working in a physical environment with some hazards or noxious exposure.	20	30	40
C. Work environment is disagreeable due to discomfort from heavy manual activities (frequent lifting, pushing, digging etc.) extreme weather conditions, situations that require high levels of caution and safety awareness, or other factors which require adjusting to or procedurally accommodating these uncomfortable situations as a primary condition of the job. Jobs rated at this level are typically those most focused on manual labor.	40	50	60
D. Work environment is very disagreeable due to extreme manual labor and adverse environmental conditions, with exposure to noxious and hazardous conditions, dangerous chemicals, and other conditions which require the use of special safety equipment and substantial physical or mental accommodation to perform the job. This factor level is appropriate for the most extreme circumstances in which compensation is most directly correlated to working conditions.	60	70	80

# APPENDIX E – JOB CLASSIFICATION, POINT FACTOR & PAY GRADE ANALYSIS

GRADE	JOB TITLE	Education and Experience	Judgment and Independence	Internal and External Relations	Supervision	Job Complexity	Responsibility for Others	Technology	Impact on Operations	Document Concentration	Work Environment	TOTAL POINTS	GRADE POINT PARAMETERS
1	Custodian	173	a 1 180	a 1 60	a 1 0	a 1 180	a 1 30	a 1 60	225	20	30	b 2 958	901-1050
1	Parking Enforcement Officer	220	b 1 180	a 2 80	a 0 0	a 1 180	a 1 30	a 1 70	225	20	20	b 1 1025	
2	Police Clerk	173	a 1 210	a 3 100	a 0 0	a 1 210	b 2 70	b 2 80	250	60	0	a 1 1153	1051-1200
2	Secretarial/Clerical Assistant - Building	197	a 2 210	b 1 120	a 0 0	a 1 210	b 2 40	b 2 80	250	60	0	a 1 1167	
3	Administrative Assistant - Wastewater Treatment	197	a 2 240	b 1 120	a 0 0	a 1 240	a 2 40	a 2 80	275	60	30	b 2 1282	1201-1350
3	Department Aide - Engineering	243	b 2 240	b 1 120	a 0 0	a 1 240	a 2 40	a 2 80	275	60	0	a 1 1298	
3	Department Aide - Public Works	243	b 2 240	b 1 120	a 0 0	a 1 240	a 2 40	a 2 80	275	60	0	a 1 1298	
3	Department Aide - Water Office	243	b 2 240	b 1 120	a 0 0	a 1 240	a 2 40	a 2 80	275	60	0	a 1 1298	
3	Department Aide - Election Specialist	220	b 1 240	b 1 120	b 30 30	b 1 240	a 2 40	a 2 80	275	60	0	a 1 1305	
3	Police Property Room Clerk and Coordinator	220	b 1 240	a 3 100	b 1 30	b 1 240	b 2 70	b 2 90	275	60	0	a 1 1325	
3	Department Aide - Building Department	243	b 2 240	b 1 120	b 30 30	b 1 240	a 2 40	a 2 80	275	60	0	a 1 1328	
4	Property Maintenance and Zoning Inspector I	243	b 2 270	b 3 160	b 30 30	b 1 300	b 3 80	b 3 80	300	20	20	b 1 1503	1351 - 1650
4	Chief Deputy City Clerk	243	b 2 300	b 2 140	b 0 0	a 1 300	c 1 90	a 1 80	325	60	0	a 1 1538	
4	Chief Deputy City Treasurer	243	b 2 300	b 2 140	b 0 0	a 1 330	b 2 70	b 2 90	325	60	0	a 1 1558	
4	Payroll Clerk	267	c 1 300	b 2 140	b 0 0	a 1 330	b 2 70	b 2 90	325	60	0	a 1 1582	
4	Laboratory Technician - WWTP	295	c 2 300	b 1 120	a 0 0	a 1 300	b 2 70	b 2 100	325	60	50	c 2 1620	

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GRADE	JOB TITLE	Education and Experience	Judgment and Independence	Internal and External Relations	Supervision	Job Complexity	Responsibility for Others	Technology	Impact on Operations	Document Concentration	Work Environment	TOTAL POINTS	GRADE POINT PARAMETERS
5	Planner I (less senior)	337	d 2 330	c 1 180	a 0 1	a 330	90	c 1 90	350	40	a 10	1757	1651-1800
5	Accountant II	337	d 2 330	b 3 160	a 0 1	a 330	90	c 1 100	350	60	a 0	1757	
6	Assistant Water Distribution Supervisor	267	b 3 360	b 3 160	b 30 1	b 360	100	c 2 70	375	40	b 40	1802	1801-1950
6	Building Inspector	243	b 2 360	c 1 180	a 0 1	a 390	130	d 2 70	375	40	b 30	1818	
6	Plumbing and Mechanical Inspector	243	b 2 360	c 1 180	a 0 1	a 390	130	d 2 70	375	40	b 30	1818	
6	Electrician - Water Plant	295	c 2 360	b 3 160	b 0 1	a 390	110	c 3 80	375	20	b 30	1820	
6	Appraiser	295	c 2 360	c 1 180	a 0 1	a 360	100	c 2 90	375	40	b 20	1820	
6	Stores and Equipment Supervisor	267	b 3 360	b 3 160	b 50 1	c 360	100	c 2 90	375	40	b 40	1842	
6	Survey Crew Leader	267	b 3 360	c 1 180	c 30 1	b 360	100	c 2 100	375	40	b 40	1852	
6	Electrician - WWTP	295	c 2 360	b 3 160	b 30 1	b 390	110	c 3 80	375	20	d 60	1880	
6	CAD/GIS Section Leader	295	c 2 360	c 1 180	b 30 1	b 360	100	c 2 110	375	40	b 30	1880	
6	Chief Meter Reader/Cross Connection Inspector	295	c 2 390	c 1 180	c 50 1	c 330	100	c 2 90	375	40	b 40	1890	
6	Engineering Technician	295	c 2 360	c 1 180	b 30 1	b 360	120	d 1 110	375	60	b 30	1920	
6	Parks Maintenance Supervisor	360	d 3 390	c 1 180	c 50 1	c 360	100	c 2 70	350	40	b 20	1920	
6	DPW Operations Crew Supervisor	267	b 3 390	c 1 180	c 60 2	c 390	120	d 1 70	375	20	c 50	1922	
7	WWTP Maintenance Supervisor	267	b 3 390	c 1 180	d 80 2	d 390	120	d 1 70	400	20	d 60	1977	1951-2100
7	Water Distribution Supervisor	295	b 4 390	c 1 180	d 80 2	d 390	120	d 1 70	400	20	c 40	1985	



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GRADE	JOB TITLE	Education and Experience	Judgment and Independence	Internal and External Relations	Supervision	Job Complexity	Responsibility for Others	Technology	Impact on Operations	Document Concentration	Work Environment	TOTAL POINTS	GRADE POINT PARAMETERS
7	Operations Supervisor - WWTP	295	b 4 390	c 1 180	d 2 80	d 2 390	d 1 120	d 1 70	400	20	60	d 1 2005	
7	Operations Supervisor - Water Plant	295	b 4 390	c 1 180	d 2 80	d 2 390	d 1 120	d 1 80	400	40	30	b 2 2005	
7	Chemist/IPP Coordinator - WWTP	360	d 3 390	b 3 160	c 1 50	c 1 390	c 3 110	c 3 100	400	60	50	c 2 2070	
7	Wastewater Collection System Supervisor	337	c 4 420	c 1 180	d 2 80	d 2 390	d 1 120	d 1 70	400	40	50	c 2 2087	
7	Planner II (more senior)	383	d 4 390	c 3 220	b 1 30	b 1 390	d 2 130	d 2 100	400	40	10	a 2 2093	

## APPENDIX F

### MEMBERSHIP DUES DEDUCTION AUTHORIZATION

I authorize the Finance Department of the City of Monroe to deduct my regular COMEA Unit I membership dues from my pay. I agree that such deductions shall be consecutive and in such prorated amounts as certified to the Employer by COMEA Unit I in writing, and that all dues deducted shall be remitted to the person designated by COMEA Unit I in writing.

I further understand and agree that this authorization shall remain in effect until I serve written notification of cancellation upon the Finance Department.

\_\_\_\_\_  
Name

Date: \_\_\_\_\_